



Grenfell Tower Inquiry

Day 123

April 29, 2021

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1 Thursday, 29 April 2021  
2 (10.00 am)  
3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to  
4 today's hearing. Today we're going to continue hearing  
5 evidence from Mr Peter Maddison of the TMO.  
6 So would you ask Mr Maddison to come back in,  
7 please. Thank you.  
8 MR PETER MADDISON (continued)  
9 SIR MARTIN MOORE—BICK: Good morning, Mr Maddison.  
10 THE WITNESS: Morning.  
11 SIR MARTIN MOORE—BICK: Right, ready to carry on?  
12 THE WITNESS: Yes, thank you.  
13 SIR MARTIN MOORE—BICK: Thank you.  
14 Yes, Mr Millett.  
15 Questions from COUNSEL TO THE INQUIRY (continued)  
16 MR MILLETT: Good morning, Mr Chairman. Good morning,  
17 members of the panel. Good morning, Mr Maddison.  
18 A. Good morning.  
19 Q. Yesterday we were exploring together FRA actions and the  
20 various meetings you had had from 2013 through to 2015  
21 so far to examine those.  
22 Can I take a backwards or perhaps sideways step and  
23 look back at some of the other evidence, just to see if  
24 I can reposition ourselves.  
25 Can I start by showing you Janice Wray's

1

1 supplemental witness statement, please. This is at  
2 {TMO00873629}. It's dated 19 June 2020, which you can't  
3 see from this first page.  
4 If we go to page 15 in it {TMO00873629/15}, please,  
5 let's look together at paragraphs 64 and then over the  
6 page to 65.  
7 At 64, under the heading, "FRA Tracker Queries", she  
8 says this:  
9 "I have been asked what prompted the generation of  
10 an FRA action spreadsheet. The TMO had approximately  
11 650 blocks with communal areas that required an FRA  
12 following the introduction of the Regulatory Reform  
13 (Fire Safety) Order in 2005. It was my view that  
14 a spreadsheet was the most effective way of tracking the  
15 progress of actions arising from Carl Stokes' FRA  
16 Significant Findings and Actions plan, in that it  
17 allowed me to clearly see what was complete, partially  
18 complete and incomplete against the specified timeframe.  
19 The spreadsheet also allowed me to, in more recent  
20 years, run reports and present high level information at  
21 the Health and Safety Committee meetings about the  
22 numbers of outstanding actions and which teams were  
23 responsible for progressing them."  
24 Then she goes on to say this at paragraph 65  
25 {TMO00873629/16}:

2

1 "Additionally, the FRA action spreadsheet allowed me  
2 to send an extracted report to ... each team that had  
3 been allocated actions on an at least bi-monthly basis  
4 by email. Additionally, teams could run their own  
5 reports producing their own spreadsheet from the  
6 workflow on W2 or CRM. Whilst everyone could update  
7 their own spreadsheet, only Cyril Morris and I could  
8 close down actions and only when sufficient evidence had  
9 been provided to confirm completion. Adrian Bowman did  
10 not close down actions."  
11 There is more information about this in  
12 paragraphs 67 and 68.  
13 Now, Janice Wray says, as you can see, that she sent  
14 spreadsheets to each team on at least a bi-monthly basis  
15 by email.  
16 Did you receive spreadsheets or extracted reports  
17 relevant to your team by email from Janice Wray?  
18 A. No, but I was aware that my team did receive reports,  
19 and so the reports that I was talking about yesterday  
20 were the high-level reports that were presented to the  
21 health and safety committee, but my team had more  
22 detailed reports, and when I had occasion to delve into  
23 more detail, I would review those reports with my team.  
24 Q. So you say you didn't but your team did receive  
25 spreadsheets or extracted reports showing required

3

1 actions?  
2 A. To the best of my recollection, that's right.  
3 Q. Would that apply to your project management team?  
4 A. Yes.  
5 Q. And to your contract management team?  
6 A. Yes.  
7 Q. Can we look at one of these FRA action documents,  
8 {TMO10002288}. This is an FRA action plan item, assets  
9 and regeneration, building services, and it dates from  
10 February 2013. We can see that from various entries  
11 within the document. Just for the record, for example,  
12 at page 102 for Cecil House {TMO10002288/102} or  
13 page 107 for Fulham Road {TMO10002288/107}, and we know  
14 that it was created from doc properties, the file name,  
15 on 27 February 2013 by Alex Oni.  
16 Now, this isn't a spreadsheet, it is a Word  
17 document, and it sets out, as you can see, various  
18 actions arising from the FRA.  
19 If you go down the screen, you can see immediately  
20 on page 1 there are two which are high, this is  
21 Trellick Tower, June 2012, and if we scroll down very  
22 gently on to page 2 {TMO10002288/2}, you can see further  
23 high red priority FRA actions, in fact on page 2 for  
24 Grenfell Tower itself, arising out of the November 2012  
25 FRA for that building.

4

1 Just looking at this, was this the master list that  
 2 was produced as a consequence of the 27 February 2013  
 3 fire risk compliance meeting that we looked at  
 4 yesterday?  
 5 A. I don't know.  
 6 Q. You don't know? Were you sent this document, as far as  
 7 you can recall?  
 8 A. I don't think I would have been, no.  
 9 Q. You don't think you would have been. Do you recall ever  
 10 seeing this document?  
 11 A. No.  
 12 Q. Never?  
 13 A. I don't recall seeing this document. I mean, I —  
 14 Q. Right.  
 15 A. I haven't had sight of the reports that were — we were  
 16 reviewing at the health and safety committee that we  
 17 discussed yesterday. I would have imagined that would  
 18 be more of the high-level report which would give the  
 19 number of actions at a high level by team rather than  
 20 this, which is the granular detail, which would be the  
 21 reports that Janice Wray is referring to that would be  
 22 presented to the heads of service responsible for those  
 23 areas.  
 24 Q. Can we go to {TMO00869725/4}, please. This is an email  
 25 run from early March 2013.

5

1 Now, at the very bottom of that, you can see on  
 2 page 4 that there is an email from Janice Wray on  
 3 4 March 2013 to you and to John Borra:  
 4 "Subject: FRA (Medium Risk) Action Plan Items — A&R  
 5 Surveying. Feb 2013."  
 6 If we then scroll up, please, to the next page,  
 7 {TMO00869725/3}, we can see that there is an email at  
 8 the bottom of page 3 from John Borra a few minutes later  
 9 on 4 March to David Gibson, copied to Peter Maddison.  
 10 John Borra was the other recipient of Janice Wray's  
 11 email that I just showed you on page 4.  
 12 John Borra sends it on to David Gibson, copied to  
 13 you and Janice Wray:  
 14 "Subject: FRA (Medium Risk) Action Plan Items — A&R  
 15 Surveying. Feb 2013."  
 16 He says:  
 17 "Hi David  
 18 "Following my email last Friday enclosing the FRA  
 19 High Risk items, please find attached the FRA Medium  
 20 Risk Surveying items which were allocated to Abi Acosta,  
 21 a former Capital Programme Project Manager who left the  
 22 Organisation last year."  
 23 Now, if we look at the attachment to that, that is  
 24 at {TMO00869726}. Now, this appears to be an excerpt  
 25 from the master list document that we looked at before.

6

1 Do you think that's correct?  
 2 A. I've no reason to believe it isn't.  
 3 Q. Do you agree that it shows actions prioritised by the  
 4 colour—coding set out in the FRAs?  
 5 A. It appears to, yes.  
 6 Q. Yes. Did you see this document or did you open this  
 7 document when it was sent to you on 4 March by  
 8 John Borra?  
 9 A. I don't recall it specifically, but I think that — from  
 10 the previous email you showed me, I think that it would  
 11 appear that the review of the fire risk assessment  
 12 actions process that I instigated when I first arrived  
 13 at the TMO, this was part of this, understanding what  
 14 the backlog actions were, and making sure that the  
 15 actions were allocated to the correct teams, and that  
 16 they were being progressed. So I think this is part of  
 17 that process.  
 18 Q. Yes. I mean, we can see from the email I've just shown  
 19 you, because this is the attachment to it, that you did  
 20 in fact receive this document.  
 21 A. Okay.  
 22 Q. Would you accept that?  
 23 A. Yes, I would take that at face value, yes.  
 24 Q. Yes, and having received it, can we also proceed on the  
 25 basis that you would have opened the attachment and read

7

1 this document?  
 2 A. Possibly, but it may have been that — I mean, from the  
 3 dialogue that was happening it would appear that the  
 4 purpose of this was to get the actions to the right  
 5 team, so that's why it was allocated to David Gibson.  
 6 So David's team would have been looking at the specific  
 7 actions there.  
 8 Q. Yes, but you were looped into that —  
 9 A. Yeah.  
 10 Q. — so that this document went through your hands.  
 11 A. Yes.  
 12 Q. It didn't bypass you.  
 13 A. Yes, but I wouldn't necessarily have looked at the  
 14 microscopic detail of it, but in terms of understanding  
 15 that there were a set of actions that were needed and  
 16 needed to be communicated to the right person who was  
 17 handling those, that was my role in that, I think.  
 18 Q. Yes. Right. So can we proceed on the basis that at  
 19 least in respect of this document at this stage in the  
 20 process, early on after the request for the master list,  
 21 you received and saw at the very least the extract from  
 22 the master list which related to your teams?  
 23 A. In this case, yes.  
 24 Q. In this case, yes.  
 25 You would also therefore have understood from this

8

1 document, pretty shortly after the start of your tenure  
 2 at the TMO, how it was that FRA actions were  
 3 prioritised, namely with red, amber and green.  
 4 A. Yes.  
 5 Q. Yes.  
 6 Can we go to {TMO10042942}, please. Now, this is  
 7 a spreadsheet. From the file name we know that it is  
 8 entitled "Copy of FRA actions breakdown for contract  
 9 management" as at 17 June 2014. You can't see it on the  
 10 document, but it is called that in the file.  
 11 Just looking at it, is this a document you recall  
 12 seeing before?  
 13 A. No.  
 14 Q. Can you help me to say whether it was generated from W2?  
 15 A. Possibly.  
 16 Q. You may not have seen this precise one before, but do  
 17 you recognise it as an example of the spreadsheets that  
 18 Janice Wray was emailing?  
 19 A. I don't specifically, but it would look like a summary  
 20 of actions with the responsible team and the lead on  
 21 there.  
 22 Q. Given that it was to do with FRA actions for contract  
 23 management, there is no reason, is there, why  
 24 Janice Wray wouldn't have sent this to you, even if for  
 25 your information only?

9

1 A. I don't — no, that wasn't the process that there was.  
 2 So the actions were allocated directly to the contracts  
 3 management, the head of service, and so the team — it  
 4 was allocated within the contractors in the team, it  
 5 would be communicated by the head of service, in this  
 6 case Alex Bosman, back to Janice. The reports that  
 7 I looked at and received on a regular basis were the  
 8 more high-level overview reports of the number of  
 9 actions by age.  
 10 Q. Right. So is this right: your evidence is that you  
 11 never saw the spreadsheets like this, but you did see  
 12 Word document action plan items such as the one we saw  
 13 a moment ago?  
 14 A. Not such as the one we saw earlier. The sort of  
 15 high-level reports which would be presented to the  
 16 health and safety committee, which gave an overview of  
 17 the whole team's allocated actions.  
 18 So this was a level of detail that would be dealt  
 19 with between Janice and the head of service.  
 20 Q. Let's just be clear about this.  
 21 Can we go back to the previous document  
 22 {TMO00869726}. This is the one from February 2013,  
 23 emailed to you on 4 March 2013 by John Borra.  
 24 Is the email from John Borra to you on that date of  
 25 this document the only instance when you received

10

1 documents such as this, or were there other occasions  
 2 when you received documents such as this?  
 3 A. I don't remember whether this was the only. There may  
 4 have been other examples when I was asking for specific  
 5 details of a specific issue where this sort of level of  
 6 detail would be given. But this wouldn't be routinely  
 7 copied to me. This is the sort of detail that would be  
 8 copied to the head of service responsible for the  
 9 actions.  
 10 Q. Would you not want to see these documents on a regular  
 11 basis — clearly Janice Wray and John Borra thought you  
 12 would have done — so that you could keep on top of some  
 13 of the detail, if not every single piece of detail, of  
 14 the outstanding FRA actions across the TMO stock?  
 15 A. So in this instance there clearly had been an issue. It  
 16 appears that there were actions that had been allocated  
 17 to a project manager who was no longer in the  
 18 organisation and that may have been an issue. So it  
 19 appears that I had been involved in this trying to  
 20 resolve something that wasn't working in the system.  
 21 But the system that was established from this point  
 22 was that this sort of level of detail would go directly  
 23 to the teams responsible, and I would be looking at  
 24 a level of detail higher than this which would give  
 25 a summary of the age profile of actions, rather than

11

1 this level of detail.  
 2 This was a part of my portfolio. I didn't have the  
 3 skills or the ability to manage this sort of level of  
 4 detail. I needed my teams to take responsibility for  
 5 that.  
 6 Q. When you looked at or got documents showing a level of  
 7 detail higher than this, giving a summary of the age  
 8 profile, what documents were those?  
 9 A. They were reported to — they were reports that were  
 10 sent to the corporate health and safety committee that  
 11 I was part of.  
 12 Q. Did those show red, amber and green priority levels?  
 13 A. I don't remember that they did. I think that they just  
 14 gave the ageing profile and from — but what I would  
 15 discuss with my team would be the more detailed progress  
 16 of actions.  
 17 Q. Right. But you knew — is this fair? — from  
 18 March 2013, very shortly after the discussion about the  
 19 master list at the 27 February 2013 meeting, that there  
 20 were documents being generated by the health and safety  
 21 team and sent out to the relevant teams, including  
 22 yours, which did have a red, amber and green  
 23 prioritisation system in them?  
 24 A. Yes.  
 25 Q. And there was stopping you asking for those at any time

12

1 if you hadn't received any and wanted to see them?  
 2 A. That's right.  
 3 Q. So there would be nothing — is this right? — to stop  
 4 you putting the high-level document you got together  
 5 with documents such as this that we can see on the  
 6 screen, because you knew they existed?  
 7 A. That's — yes, and sometimes that would happen in my  
 8 conversations with my team about how we progressed some  
 9 of these issues.  
 10 Q. Did you ever have cause to ask John Borra or perhaps  
 11 Alex Bosman, as a better example, for the granular  
 12 spreadsheets that Janice Wray was sending him directly?  
 13 A. I wouldn't say the granular spreadsheets, but we would  
 14 discuss issues that arose from those spreadsheets. So  
 15 if there was particular issues, we would look at the —  
 16 we would review the detail and understand what some of  
 17 the issues that needed to be addressed were.  
 18 Q. So you did know that spreadsheets such as the Excel  
 19 spreadsheet I've just shown you — not this document,  
 20 the one previous — existed?  
 21 A. Yes.  
 22 Q. I see. So you could call for those at any time if you  
 23 needed them?  
 24 A. Yes, but I wasn't — I didn't have — I wasn't copied in  
 25 to them routinely.

13

1 Q. No, I understand.  
 2 Would you say that you knew of the existence of  
 3 those Excel spreadsheets with their colour-coding in  
 4 them by June 2014, which was the date of the spreadsheet  
 5 I showed you?  
 6 A. I can't remember.  
 7 Q. Right.  
 8 Can we look then again at what you asked the health  
 9 and safety operational meeting on 20 June 2014 at  
 10 {TMO10009784/2}. We looked at this yesterday together,  
 11 Mr Maddison. I would like to go to page 2 in that  
 12 minute, under "FRA Statistics". You can see in the  
 13 second paragraph that you said:  
 14 "PM asked JW to clarify which of the actions could  
 15 be defined as absolute requirements and which were best  
 16 practise. JW to clarify how many of the actions are  
 17 Reds ( priorities )."  
 18 I asked you about that yesterday, and let me show  
 19 you what you said, {Day122/200:18}, please. I just want  
 20 to look and see what you said yesterday.  
 21 At line 18 I asked you the question:  
 22 "Question: Why did you need clarification about  
 23 what actions were reds?  
 24 "Answer: Erm ... I think I was looking — it sounds  
 25 like I'm looking to prioritise the work so we can make

14

1 as much headway as we possibly can here.  
 2 "Question: Surely this was just a matter of looking  
 3 at the FRA itself and seeing the colour?  
 4 "Answer: Erm ... I'm looking — I mean, I'm  
 5 looking — I was looking for a summary so I could  
 6 manage — you know, rather than delving into the detail  
 7 of every fire risk assessment, I was looking for some  
 8 higher level information that I could help manage my  
 9 team and my process."  
 10 Now, given that by 20 June 2014 you had seen, first,  
 11 the 27 February 2013 Word document which showed the  
 12 colour-coding prioritisations, and secondly you knew of  
 13 the existence, at least, and had seen examples of the  
 14 Excel spreadsheet which also had red, amber and green  
 15 prioritisation levels in it, the question is: what  
 16 clarification did you need about what actions could be  
 17 defined as absolute requirements and what best practice?  
 18 A. As I said yesterday, I don't understand the minute.  
 19 I don't understand that question.  
 20 Q. Because you'd already had enough information or knew you  
 21 could get enough information from your team or from  
 22 Janice Wray which would set out precisely the  
 23 colour-coding.  
 24 A. Yes.  
 25 Q. Yes.

15

1 A. I can speculate but, you know, I don't know what  
 2 information we were reviewing at that meeting. Maybe  
 3 what I was asking for was a breakdown by — of the age  
 4 bands by the colour-coding as a summary level, so you  
 5 could understand by how many actions were red that were  
 6 in date or out of date. But I don't remember the  
 7 context of that conversation or that minute.  
 8 Q. My suggestion to you is that, given that you had the  
 9 information about the priorities, you were in fact  
 10 seeking to re-prioritise or sub-prioritise the actions  
 11 so that you could get on top of the most urgent ones?  
 12 A. Certainly not re-prioritise. I think it was about  
 13 working out how we could reduce the backlog that there  
 14 clearly was as quickly and as effectively as possible.  
 15 MR MILLETT: Can we go to —  
 16 SIR MARTIN MOORE-BICK: Can I just ask this: is it possible  
 17 that you think that you were trying to identify which of  
 18 the reds were, if I can put it in this term, the  
 19 reddest?  
 20 A. Possibly.  
 21 SIR MARTIN MOORE-BICK: Well, can you remember?  
 22 A. I can't remember, I'm afraid. I can't remember this  
 23 conversation at all. I can't remember the meeting, so  
 24 I just have no recollection of it.  
 25 SIR MARTIN MOORE-BICK: All right.

16

1 A. But I think that — but, you know, I think what you're  
 2 suggesting might be what I was doing, or trying to find  
 3 out how we could make the most progress most  
 4 effectively .  
 5 SIR MARTIN MOORE—BICK: All right.  
 6 MR MILLETT: Could we please go to {TMO10043024}.  
 7 This is another example of an Excel spreadsheet,  
 8 this time an Excel spreadsheet which appears from its  
 9 file name to be dated 16 February 2015, so some  
 10 seven days or so before the 20 February 2015 meeting we  
 11 looked at yesterday afternoon.  
 12 Is this generated from W2, do you think?  
 13 A. I think so, but I can't be sure.  
 14 Q. Do you recognise it as an example of the spreadsheets  
 15 that Janice Wray would have emailed at least to your  
 16 team, if not to you directly?  
 17 A. Yes, I think it is .  
 18 Q. Can we look at column N, please, under which you can see  
 19 the heading "Team" and various descriptions of that down  
 20 the page. "A&R Project Management", that's one of your  
 21 teams, isn't it?  
 22 A. It is .  
 23 Q. Does that tell us that you would have seen this  
 24 spreadsheet?  
 25 A. No.

17

1 Q. Who within your team would have received that?  
 2 A. So the project management team — so the project  
 3 management team would be David Gibson's team.  
 4 Q. If we look down to item 18, we can see there that we're  
 5 dealing here with Grenfell Tower, "A&R Project  
 6 Management, Claire Williams", and the same under the  
 7 next item down, also Claire Williams because it's  
 8 Grenfell .  
 9 Would you have seen it because it was  
 10 Grenfell—related specifically?  
 11 A. No.  
 12 Q. It was a project within your portfolio , after all .  
 13 A. All of the actions in this would be under my portfolio.  
 14 Q. Can we look at column I, please. Column I sets out the  
 15 priority there, and red is high.  
 16 Do you agree that that shows the nature of each  
 17 outstanding item in risk terms?  
 18 A. Yes.  
 19 Q. And also the priority levels for each action; yes?  
 20 A. Yes.  
 21 Q. And you can note that one of those is for  
 22 Grenfell Tower, high.  
 23 A. Yes.  
 24 Q. Yes.  
 25 Now, go back, if we can, please, to {TMO00869479}.

18

1 This is the minute of the health and safety operational  
 2 meeting of 23 February 2015 we looked at yesterday  
 3 together.  
 4 Can we go to the foot of page 1. Again, "FRA Stats"  
 5 and at the very foot of the page you see that you are  
 6 recorded as saying:  
 7 "PM suggested that it would be useful to have more  
 8 information in relation to the priority levels and  
 9 nature of each outstanding FRA. PM and JW to discuss at  
 10 a later stage. JW confirmed that the team are managing  
 11 and prioritising the FRA's and that there will always be  
 12 some outstanding FRA's due to the nature of the  
 13 assessments.  
 14 "JW to split the outstanding FRA's into high, medium  
 15 and low categories with targets."  
 16 Now, we looked yesterday together about that, and  
 17 let me just show you what you said there.  
 18 Can we go to the transcript for yesterday, please,  
 19 {Day122/206:17}. Picking it up at line 17, my question  
 20 is :  
 21 "Question: By this stage, did you not have  
 22 a document, whether it was the original FRAs or whether  
 23 it was a spreadsheet, which reflected the priorities  
 24 accorded to the actions by the fire risk assessor?  
 25 "Answer: It would appear not, because that's what

19

1 I'm asking for. I mean, obviously there would be the  
 2 fire risk assessment report itself available, but that  
 3 is — there are 10,000 properties, and that's a lot of  
 4 work. I was looking for something which would give  
 5 an overview that would help me steer and direct the  
 6 compliance in this field ."  
 7 It's right, it appears now, doesn't it, that by the  
 8 time of the meeting on 23 February 2015, there were  
 9 available to you from your team documents or  
 10 spreadsheets which showed you how many actions were  
 11 marked red, which actions were high, medium or low, and  
 12 with a significant amount of detail in them?  
 13 A. To my team, yes. So the heads of service had a report  
 14 that detailed the specific actions that were required in  
 15 their team. What I think I was asking for at this stage  
 16 was an overview, a summary overview of that, so by team,  
 17 how many actions are there, by age, and by priority .  
 18 I think that's what I was looking for, but ...  
 19 Q. You were asking for more information in relation to the  
 20 priority levels . Why didn't you simply ask Janice Wray  
 21 to have the document in the Word form that you had  
 22 received on 4 March 2013 at the very start of the  
 23 process which did set out the traffic light system in  
 24 relation to each outstanding FRA item?  
 25 A. I think the traffic light system was clear. I think

20

1 that what I was after here was something that was a bit  
 2 more of a dashboard indicator as to how the direction of  
 3 progress was happening here.  
 4 Q. Well, the note says that you're after more information  
 5 in relation to the priority levels and nature of each  
 6 outstanding FRA. What were you after that the Word  
 7 document I showed you that you got on 4 March 2013  
 8 didn't give you?  
 9 A. I think I was after a summary by age and by priority,  
 10 an overview summary as a dashboard indicator.  
 11 Q. Why couldn't you use the Word document that you'd  
 12 received?  
 13 A. I hadn't received that Word document because that went  
 14 to the heads of service.  
 15 Q. No, we've seen that you did receive it.  
 16 A. Okay, well, I only saw an extract. Was that for all of  
 17 the actions for the whole —  
 18 Q. It was an extract for surveying, that is certainly the  
 19 case, but you knew that that had come to you. You must  
 20 have realised there were others available in respect of  
 21 other areas under your management. Why not simply say  
 22 to Janice Wray, "Please can I have a file full or even  
 23 a sample of the Word documents you sent me in March last  
 24 year, two years ago?"  
 25 A. I don't know. I mean, it was clear that there was

21

1 information there, I was just looking for a summary that  
 2 would be useful for my purposes.  
 3 Q. We've seen the Word document, we've seen the Excel  
 4 spreadsheets that by June 2014 you knew were available  
 5 at least to your team, even if they weren't coming to  
 6 you directly. Why not simply ask your team to use those  
 7 documents to produce a summary of the outstanding items  
 8 by reference to priority?  
 9 A. I could have done that, but I'd asked Janice to do this.  
 10 Q. Why?  
 11 A. Because she was managing the data, so I thought if she  
 12 could give me a summary, then that would be helpful to  
 13 give me clarity on the priorities and the actions  
 14 required.  
 15 Q. Why was it necessary to have Janice Wray split  
 16 outstanding FRAs into high, medium and low categories  
 17 with targets, given that that is what her work and her  
 18 team's work over the last two years had already done?  
 19 A. It had done that on the whole borough — whole  
 20 organisation basis and had done that by team, which was  
 21 provided to the heads of service, but I wanted a higher  
 22 level report, that's all.  
 23 Q. She'd also done it in relation to your specific teams,  
 24 because your teams, and you on occasions, have had  
 25 extracts. So I'm just —

22

1 A. And a valid response from Janice might have been to say,  
 2 "Go away and do it yourself, these are the  
 3 spreadsheets", but I don't remember what the outcome of  
 4 this dialogue was. But I was just asking for some  
 5 clarification at a high level.  
 6 Q. Were you asking for clarification or were you just  
 7 asking for a form of document, a different form of  
 8 document?  
 9 A. I was asking for a summary. I was asking for a summary  
 10 of the work that was required at a high level so that  
 11 I could have a view as to whether things were  
 12 progressing in the way that they ought to, and where my  
 13 team — and to ensure that my team were doing what they  
 14 needed to do with the granular detail.  
 15 Q. So just to understand your evidence, are you asking for  
 16 just a different format for presenting information that  
 17 you knew you already had about priorities, or are you  
 18 actually asking for a fresh analysis about which  
 19 outstanding FRAs should be divided into high, those into  
 20 medium and those into low categories?  
 21 A. I'm not asking for a re—prioritisation, I'm asking for  
 22 a summary of the current actions by priority and by  
 23 timescale.  
 24 Q. That doesn't quite answer my question.  
 25 Were you after a different format for presenting

23

1 information that you already had or could get, or were  
 2 you asking for a new analysis of the prioritisation?  
 3 A. Sorry, I'm not sure I understand that question.  
 4 Q. Well, there's a difference, isn't there, between asking  
 5 for a different format in which to have information  
 6 presented to you on the one hand, and on the other a new  
 7 analysis of the underlying information? Do you  
 8 understand that distinction?  
 9 A. No, sorry, no, I'm a bit confused here.  
 10 Q. Let me try one more time: were you after a new document  
 11 setting out information in a different way, being  
 12 information you already had, or were you after a fresh  
 13 analysis of priorities?  
 14 A. No, I was asking for a summary of all of the data  
 15 that — a high—level summary so I could see by age band  
 16 and by priority.  
 17 Q. Mr Maddison, that answer, I'm afraid, blurs the  
 18 distinction I'm trying to draw with you.  
 19 A. I'm sorry, I'm not understanding what the distinction is  
 20 you're asking me to — could you rephrase the question,  
 21 perhaps?  
 22 Q. Well, I have done, I have rephrased it three or four  
 23 times. I'm not going to try again, I think.  
 24 Can I just suggest to you that what you were  
 25 actually asking for was a re—prioritisation, because you

24

1 already had the prioritisation in the documents that you  
 2 either had seen or were available to you.  
 3 A. No, I specifically was not asking for categories to be  
 4 re-prioritised. I specifically was not asking for that.  
 5 I was asking for a summary of the actions that were  
 6 prioritised by colour code and by age profile.  
 7 Q. If that is the case, can we go back to the minute at  
 8 {TMO00869479} and back to the foot of page 1 again, top  
 9 of page 2.  
 10 If all you were after was a high-level summary of  
 11 existing information, could you please explain to us why  
 12 you were asking for more information in relation to the  
 13 priority levels and the nature of each outstanding FRA?  
 14 On face of it, that doesn't look like a request for  
 15 a summary of existing information; it looks like  
 16 a request for more detailed information. Do you accept  
 17 that?  
 18 A. Sorry, can I see the bottom of the previous page?  
 19 Q. Yes:  
 20 "PM suggested that it would be useful to have more  
 21 information in relation to the priority levels and  
 22 nature of each outstanding FRA."  
 23 Then at the end of that you can see in bold:  
 24 "JW to split [out] ..."  
 25 Now, the first of those is not a request for

25

1 a summary, is it? It's a request for more information  
 2 and detail about the nature of each outstanding FRA.  
 3 That's not a request for a summary.  
 4 A. Well, the detail and nature is the age — that I was  
 5 looking for is the age profile and the priority by  
 6 colour code.  
 7 Q. Yes. It's not a summary, though, is it? You want more  
 8 information, not less.  
 9 A. Erm ... I don't think that's the case.  
 10 Q. Right.  
 11 I suggest again that the reality here is that you  
 12 were actually unable to get on top of the compliance  
 13 problems in the timescale set out in each FRA, and for  
 14 that reason you wanted to or were trying to alter the  
 15 priority levels and have them redone.  
 16 A. No, that's categorically not right.  
 17 Q. Right.  
 18 Let's go to the minutes of the operational health  
 19 and safety group meeting on 31 July 2015. This is at  
 20 {TMO10009039}. You were present, as you can see,  
 21 Mr Maddison.  
 22 Let's look at page 4 {TMO10009039/4}, paragraph 3.1,  
 23 under "Fire Risk Assessments":  
 24 "Still looking at about 45% of actions not  
 25 progressed. Have been working with RD to improve this."

26

1 Then it goes on:  
 2 "RD have reviewed all of the FRAs and Health and  
 3 Safety actions. Currently waiting for RD to programme  
 4 that work and will then raise the orders for the blocks.  
 5 BM asked to see the key things and the timing for it.  
 6 PM asked for a breakdown by priority and age to make it  
 7 clear where the risks are. There needs to be an ongoing  
 8 breakdown of the list. PM suggested a meeting to  
 9 discuss interface between RD and AB's team. CM to  
 10 organise meeting ..."  
 11 Now, would you agree that 45% of FRA actions was  
 12 a very substantial proportion?  
 13 A. Yes.  
 14 Q. Do you know why 45% of FRA actions were still  
 15 outstanding at that point? This is July 2015.  
 16 A. The next part is that they'd been working with RD,  
 17 Repairs Direct, to improve this, so this wasn't in my  
 18 area of service. I can't comment on that.  
 19 Q. Are you saying that the entirety of the 45% was down to  
 20 RD or —  
 21 A. I don't have details of the figures that we were looking  
 22 at or the specifics that sat behind that minute, but  
 23 that seems to be talking about actions with  
 24 Repairs Direct.  
 25 Q. Right. But you're reading this off the minute. You're

27

1 not telling me what you're telling me from  
 2 an independent recollection; is that right?  
 3 A. I don't remember the specifics of this meeting, no.  
 4 Q. I see.  
 5 In general, can you help us, did this 45% of actions  
 6 not progressed relate to the 2014 FRAs or earlier FRAs?  
 7 A. I don't know.  
 8 Q. Can we look at paragraph 3.2, which I've read to you.  
 9 We can see in the third line:  
 10 "BM asked to see the key things and the timing for  
 11 it. PM asked for a breakdown by priority and age to  
 12 make it clear where the risks are."  
 13 I've read that to you:  
 14 "There needs to be an ongoing breakdown of the  
 15 list."  
 16 Now, this instance, 31 July 2015, appears to be the  
 17 third time when you had sought further clarification  
 18 about Janice Wray's reports on outstanding FRA actions,  
 19 as we've seen it before repeatedly.  
 20 By this time, had you not seen breakdown by priority  
 21 and age?  
 22 A. I can't remember whether I had. I probably had. There  
 23 may have been a — I certainly would be having  
 24 conversations with Janice and with my heads of service,  
 25 and maybe I'd find a different way of looking at the

28



1 data with my team to make sure that things are being  
2 progressed. So the fact that ... so that I'm asking for  
3 information doesn't mean that things haven't been  
4 progressed or reviewed in the meantime.

5 Q. No.

6 Looking back, then, at the history, we've seen that  
7 the master list was going to be produced and indeed was  
8 produced in late February/early March, we saw an extract  
9 from that; we saw you asking for a prioritisation in  
10 June 2014; we've seen you asking for the same again,  
11 effectively, in February 2015; and now we're at  
12 July 2015.

13 Can you explain why it was that you were still  
14 asking for a breakdown by priority and age to make it  
15 clear where the risks are?

16 A. I think it's clear that it isn't a standard report that  
17 comes to meetings, and I think from my perspective it  
18 probably would have been a useful part of the dashboard  
19 that the team was looking at. However, there was the  
20 detailed information being communicated to my teams and  
21 my teams were actioning and communicating back to  
22 Janice Wray's team on those completions. So — and  
23 there would be dialogue going on between the various  
24 parties in between these meetings. These were very much  
25 summary meetings.

29

1 I did feel that that high-level breakdown would have  
2 helped clarity and transparency about what was  
3 happening. But that's not to say that the information  
4 that was flowing wasn't useful in its own right.

5 Q. Right.

6 What prompted you to ask for a breakdown by priority  
7 and age?

8 A. At this distance, without remembering the context, the  
9 full context of what was happening at this particular  
10 time, and seeing the information that was being reviewed  
11 at this meeting, I really have no recollection.

12 Q. I see.

13 A. But, in general, the way I would look at it would be to  
14 try — you know, I would be looking for an overall  
15 summary so that I can understand the performance and the  
16 trends and to establish where I needed to intervene and  
17 take action if necessary.

18 Q. Can you help to this extent: was this a new request for  
19 something different that you hadn't asked for before, or  
20 was this a further instance of you asking for  
21 a breakdown of outstanding FRA actions by priority and  
22 age?

23 A. I don't recall.

24 Q. Right.

25 Barbara Matthews, BM, she was responsible, was she,

30

1 by this time for FRA actions; yes?

2 A. She was responsible — she was the executive team  
3 responsible for health and safety, including fire risk  
4 assessment, yes.

5 Q. Right. Why are you taking responsibility or asking  
6 about that at this stage?

7 A. I think I'm trying to understand the current situation  
8 and understand what actions are required.

9 Q. At this point, had there actually been any focus on  
10 a breakdown by priority?

11 A. I don't recall.

12 Q. Or age?

13 A. Certainly by age. I think there was a — I've seen  
14 minutes of health and safety committee meetings where  
15 a summary report of outstanding actions by age is  
16 reported on a regular basis.

17 Q. When the minute records you as saying that you needed to  
18 make it clear where the risks are, what were the risks  
19 that you had in mind?

20 A. Well, the risk of non-compliance, and so the risk of —  
21 so ensuring actions are completed within time, and where  
22 there's a risk that that won't be completed in time,  
23 whether there's anything we can do to address that.

24 Q. Can we look, please, at {TMO10009652}. This is  
25 a document entitled "FRA Outstanding Actions for W2

31

1 Workflow — between 1st Aug '13 and 28th July 2015". At  
2 the bottom of the screen, you can see that it says:  
3 "Numbers in brackets show position on  
4 10th June 2015."

5 Do you remember this document being presented to the  
6 meeting of the operational health and safety committee  
7 on 31 July, the minutes of which we've just been looking  
8 at?

9 A. I don't remember it specifically, no, but it might have  
10 been the sort of information that would be presented.

11 Q. Right.

12 Let's just scroll gently down it to see if it  
13 triggers a recollection.

14 We can see there on page 2 {TMO10009652/2},  
15 "Breakdown of FRA Actions by Team", and there are the  
16 teams: they are A&R contract management, project  
17 management — those are yours, aren't they?

18 A. Yes.

19 Q. And you can see the figures: total, fully complete,  
20 partially complete, outstanding.

21 Then to page 3 {TMO10009652/3}, just look at the  
22 final page there, "Breakdown of Neighbourhood Management  
23 FRA Actions", and there are the locations.  
24 Lancaster West is the third, out of interest, and we can  
25 see that there were none outstanding at least there.

32

1 Given that that information — well, let me put it  
 2 to you this way: do you actually have a specific  
 3 recollection of this information being presented at that  
 4 meeting?  
 5 A. No.  
 6 Q. Is this the kind of information that you recall in  
 7 general was presented at meetings such as these at that  
 8 time?  
 9 A. Yes.  
 10 Q. Yes. Given that this sort of information was presented  
 11 at these sorts of meetings at that time, why did you ask  
 12 for a breakdown by priority and age to make it clear  
 13 where the risks were? Did this document not give you  
 14 enough information on that?  
 15 A. No, I don't think it did, so it's —  
 16 Q. Why not?  
 17 A. Could we go back to the page which has got my teams on  
 18 it?  
 19 Q. Yes, go back to page 2 {TMO10009652/2}, please.  
 20 A. So from that, it doesn't give a breakdown by age. So  
 21 those complete and outstanding — those outstanding may  
 22 all be in timescale, for example. I assume that they  
 23 weren't, but if they were all in timescale, then things  
 24 may be not a problem, whereas actually if you see it by  
 25 priority and by whether they're in timescale or out of

33

1 timescale, then that gives a clear indication as to  
 2 whether things are working and what action needs to be  
 3 taken to address it.  
 4 Q. By this point, of course, you knew, I suggest to you,  
 5 that documents did exist showing the traffic light  
 6 system and the age and outstandings. Why wasn't it as  
 7 simple as putting that document or those documents with  
 8 this document and synthesising them?  
 9 A. I agree, so — but it would — for a dashboard, this  
 10 isn't very helpful to me, because it doesn't tell me  
 11 whether we're on target or whether we're not. So really  
 12 what I felt would be more useful was to develop this  
 13 into something that gave me a clearer dashboard of what  
 14 was in priority, what wasn't, and so we could direct the  
 15 actions accordingly.  
 16 Q. Do you remember when this kind of document started being  
 17 produced and presented to the operational health and  
 18 safety committee?  
 19 A. I don't, but I seem to remember that the operation —  
 20 I don't know that it was the operational health and  
 21 safety committee, but certainly when Barbara Matthews  
 22 reinvigorated the corporate health and safety committee,  
 23 that was where the focus of this sort of information  
 24 came and the level of detail developed going forward  
 25 from that.

34

1 Q. It did, and we'll come to that shortly, later in the  
 2 year.  
 3 Did you get an immediate answer to your request for  
 4 a breakdown by priority and age?  
 5 A. I don't remember.  
 6 Q. Right.  
 7 Can we go to {TMO10044175}. This is a TMO health  
 8 and safety committee meeting, and this is the minute of  
 9 it, on 29 September 2015, and you can see that you were  
 10 present. This appears to be your first recorded  
 11 attendance at a TMO health and safety meeting properly  
 12 so-called as opposed to the operations committee. Is  
 13 that right?  
 14 A. I don't remember. But certainly Barbara Matthews gave  
 15 a new focus to this meeting, and my team — my heads of  
 16 service would normally have attended this meeting prior  
 17 to — previously, but Barbara brought new focus to it  
 18 and I was much more engaged in these meetings.  
 19 Q. Why had you not attended a health and safety committee  
 20 meeting before September 2015?  
 21 A. Before that, I'd been attending the departmental health  
 22 and safety committee. But this was a — and my heads of  
 23 service would be attending this corporate meeting. But  
 24 going forward, with a new focus, I attended these  
 25 meetings with Barbara chairing.

35

1 Q. Was your role on the TMO health and safety committee  
 2 different in any way from your role at the operational  
 3 health and safety meetings that we'd seen before?  
 4 A. No, not really.  
 5 Q. If we go down, please, to page 2 {TMO10044175/2}, we can  
 6 see paragraph 3.1 of the minutes at the foot of that  
 7 page, "Fire Safety and Risk Assessment", and then we see  
 8 it says:  
 9 "There have been an additional 200 completed actions  
 10 since July. PM added that the age profile needs to be  
 11 monitored carefully going forward."  
 12 What prompted you to raise that point, do you  
 13 remember?  
 14 A. That a key part of this was about priorities and making  
 15 sure that actions were completed within their age  
 16 profile, within their timescale, so this was about me  
 17 focusing on the actions that need to be done within  
 18 those timescales.  
 19 Q. Were you suggesting that FRA actions were taking too  
 20 long to be closed down?  
 21 A. Certainly I was flagging up that we needed to be aware  
 22 of the risk of not closing them down effectively,  
 23 because that would mean that we wouldn't be complying  
 24 with the priorities in the FRA.  
 25 Q. When you refer to age profile, did you think that the

36

1 age profile was being too generous?  
 2 A. No, I was keen to ensure that actions were completed  
 3 within the priority timescale.  
 4 Q. I see. So when it says the age profile needs to be  
 5 monitored carefully, was that suggesting that each  
 6 outstanding FRA action had to be monitored to ensure  
 7 that it was completed within the existing timeframe?  
 8 A. Within the allocated timeframe within the FRA, yes.  
 9 Q. Yes.  
 10 By whom did you expect the age profile to be  
 11 monitored?  
 12 A. The overall programme management monitoring would be  
 13 with Janice Wray and the health and safety team, so she  
 14 had the overview, she allocated the actions to teams and  
 15 recorded them as being complete, when they were  
 16 complete, and also — so she had the overview of the  
 17 programme, and the individual heads of service would be  
 18 responsible for ensuring that the actions that were  
 19 within their team were completed within the targets.  
 20 Q. How were they being monitored up until that point?  
 21 A. I assume on the same basis.  
 22 Q. I see. So you were asking that the same people monitor  
 23 more carefully than they had been?  
 24 A. Erm ... I don't know if I would put it that way, but,  
 25 I mean, maybe I was emphasising that we need to ensure

37

1 that the progress in reducing the number of actions  
 2 continued and we needed to make sure that actions  
 3 weren't slipping out of priority.  
 4 Q. Yes. I mean, on the face of it, your addition that the  
 5 age profile needs to be monitored carefully going  
 6 forward carries an implicit criticism, do you accept,  
 7 that up to that point it hadn't been monitored as  
 8 carefully as you thought was appropriate?  
 9 A. Yes.  
 10 Q. Yes.  
 11 Can we go to {TMO10010066}, please. This is the  
 12 paper 2 circulated for that meeting. Can we look at the  
 13 first page of paper 2, item 1:  
 14 "FRA Outstanding Actions for W2 Workflow — between  
 15 1st Aug '13 and 28th September 2015."  
 16 So this is a development of the document we saw at  
 17 the end of July and it covers, as you can see,  
 18 a two-year period.  
 19 In the "Outstanding" row, it looks as if there are  
 20 812 outstanding actions as at 28 September 2015; yes?  
 21 A. Yes.  
 22 Q. There had been 814 as at 24 July 2015; yes?  
 23 A. Yeah.  
 24 Q. If we add in the 109 partially completed as at  
 25 28 September 2015, that meant that there were 921

38

1 outstanding actions that needed to be completed.  
 2 A. Yeah.  
 3 Q. So is this right: in the period of 26 months, some 40%  
 4 remained outstanding, just as a matter of arithmetic?  
 5 A. It would appear so, yes.  
 6 Q. Yes.  
 7 This document doesn't indicate how long those 921  
 8 had been incomplete or outstanding for, does it?  
 9 A. No.  
 10 Q. So does this tell us that you still didn't have your  
 11 synthesis document which identified priority and length  
 12 of period outstanding by this time?  
 13 A. Unless it's detailed later in this report, but I don't  
 14 have — I don't recall.  
 15 Q. Nor does it tell you what the category of risk that  
 16 those incomplete actions posed?  
 17 A. No.  
 18 Q. It's not in this report, no.  
 19 Can we look at the next page, then, please  
 20 {TMO10010066/2}, which is "Breakdown of FRA Actions by  
 21 Team". You can see in the left-hand column again, and  
 22 it's the same format as the one we saw from July, A&R  
 23 contract management and A&R project management, your  
 24 teams, those were the teams with the most outstanding  
 25 actions; yes?

39

1 A. Sorry, which teams did you say?  
 2 Q. Well, let me just be a bit clearer.  
 3 If you look at A&R contract management, the first  
 4 team, you've got an outstanding set of 393 against  
 5 a total of 649.  
 6 A. Yes.  
 7 Q. If you look also at responsive repairs, you've got 287  
 8 over 476, but I think you say that responsive repairs  
 9 isn't in your team?  
 10 A. That's correct.  
 11 Q. A&R project management is; yes?  
 12 A. Yes.  
 13 Q. And you've got 13 outstanding over 67.  
 14 Again, we can't tell from that page the age profile  
 15 of those actions or indeed anywhere else —  
 16 A. No.  
 17 Q. — in the document.  
 18 Let's go to the fourth page {TMO10010066/4} and look  
 19 at the contract management team specifically. This is  
 20 at the foot of the page:  
 21 "Contract Management Team — Outstanding Action  
 22 Breakdown."  
 23 Here we do have "High Priority (target 21 days):  
 24 327". So it's not in the overall figures at the top,  
 25 but we do find it buried away here on page 4. So it

40

1 looks as if, of the outstanding actions, 393, 327 were  
 2 A&R contract management.  
 3 Now, did you have any input into creating this part  
 4 of this paper?  
 5 A. No.  
 6 Q. Do you know who did?  
 7 A. I assume it was the health and safety team.  
 8 Q. I see. Did you receive this document before this  
 9 meeting?  
 10 A. I assume it would have been circulated before the  
 11 meeting, yes.  
 12 Q. Do you know who presented this document to that meeting?  
 13 A. It would have been Janice Wray.  
 14 Q. Janice Wray.  
 15 Now, you can see across the page there: high  
 16 priority, target 21 days; medium, 60 days; low,  
 17 180 days; info only, no timeframe, so that's no colour.  
 18 Do you know who it was who determined those priorities  
 19 or timeframes when compiling this document?  
 20 A. I'm assuming that these — this information is pulled  
 21 directly from the FRA and from the summary document, so  
 22 that would be Janice. I think Janice Wray would have  
 23 produced this document.  
 24 Q. Did you have any discussion with Janice Wray before she  
 25 produced this document?

41

1 A. I think this is the level of detail I'd been asking for.  
 2 Q. Right. But did you have any discussion with Janice Wray  
 3 when she was producing this document so that she would  
 4 be satisfied that you were satisfied that you were now  
 5 at last getting the information that you had been asking  
 6 for?  
 7 A. Not specifically, no.  
 8 Q. Right.  
 9 A. But I think it had been discussed at health and safety  
 10 committee — at the corporate health and safety  
 11 committee meetings.  
 12 Q. Right.  
 13 You still can't, I think, see which particular  
 14 outstanding actions have particular longevity, can you?  
 15 A. No — well, it ... no, it doesn't, but it's — but it  
 16 gives a summary by priority, and so, in tandem with  
 17 that, if we had an age profile of each, that would be  
 18 the information I was after.  
 19 Q. Yes.  
 20 Were you aware of the consequential risk to  
 21 residents if, for example, high-priority actions were  
 22 not completed within the 21-day period?  
 23 A. Yes.  
 24 Q. Or what, if anything, would happen if high-priority  
 25 actions were not completed within the set timeframes?

42

1 A. Yes, and it's broader than that, too, because it's not  
 2 just about — the fire risk assessment is a process of  
 3 checking, but there's a whole broader piece in terms of  
 4 all the compliance of all of the assets in the borough,  
 5 and that was where our focus was, was trying to ensure  
 6 that there was broad compliance across the whole stock,  
 7 and the fire risk assessment was a checking process on  
 8 that as well.  
 9 Q. We see, if we go to page 5 {TMO10010066/5} and page 6  
 10 {TMO100100666} — we can probably put those side by  
 11 side, actually. If we put those side by side, you can  
 12 see that there is a breakdown of outstanding FRA actions  
 13 but with annual dates, with months in them.  
 14 A. Okay.  
 15 Q. So you need to look into that and put those together.  
 16 Now, this relates only to contract management  
 17 actions, doesn't it, not all FRAs?  
 18 A. No.  
 19 Q. When you said that the age profile needs to be monitored  
 20 going forward, did you mean all actions or only those  
 21 with which you were concerned in your teams?  
 22 A. My priority was what was happening in my team.  
 23 Q. Right. So what about the rest?  
 24 A. Sorry?  
 25 Q. What about the rest? What about the other teams?

43

1 A. So the other teams — so the same principle would apply.  
 2 So Barbara Matthews had the overview and managed this  
 3 through the corporate health and safety team. All teams  
 4 were represented at that meeting, and performance of  
 5 each team was reported at a summary level, and those  
 6 heads of service and directors would be responsible for  
 7 their areas as well. I mean, obviously there were some  
 8 areas of crossover between teams and that was something  
 9 that was discussed at these meetings.  
 10 Q. Right.  
 11 Did you see any breakdown of outstanding FRA actions  
 12 in relation to anything other than contract management?  
 13 A. I don't recall.  
 14 Q. Right. Do you know whether they existed?  
 15 A. I don't.  
 16 Q. Let's go back to the minutes of the meeting, please, at  
 17 {TMO10044175/3}. We can see on that page paragraph 3.2  
 18 at the top:  
 19 "AB has been going through the list of actions and  
 20 allocating them to the appropriate contractor. PM  
 21 confirmed that the data will be cleansed in a meeting  
 22 tomorrow. PM also met with JW to discuss streamlining  
 23 the process. JW anxious to get as many of the actions  
 24 completed as possible in advance of the imminent health  
 25 and safety audit. PM confirmed all actions to be

44

1 completed by end of November."  
 2 What did you mean there, that the data will be  
 3 cleansed?  
 4 A. I think that what emerged as we started to get greater  
 5 clarity of what data was available was that there was  
 6 some old data in there, things that had been actioned  
 7 that hadn't been closed down effectively, and it was  
 8 about understanding what the true position was, and so  
 9 it was about making sure that we made sure that  
 10 everything was up to date and clear and correct.  
 11 Could you just remind me of the date of this  
 12 meeting?  
 13 Q. Yes, this is 29 September 2015.  
 14 (Pause)  
 15 So what would be cleansed and what would be removed  
 16 by way of cleansing, can we be clear?  
 17 A. I can't remember the detail of the conversation, but  
 18 I think it was just making sure that actions that were  
 19 closed were closed or things that were — weren't  
 20 relevant. It wasn't about closing things that hadn't  
 21 been completed, it was certainly about making sure that  
 22 the information that we had was correct.  
 23 Q. The word "cleansed" doesn't really give the impression  
 24 of ensuring correct; it rather gives the impression that  
 25 it would be manipulated in some way so as to omit things

45

1 that somebody perhaps didn't want somebody else to see?  
 2 A. I don't agree.  
 3 Q. You don't agree.  
 4 We know that there was an imminent health and safety  
 5 audit. Was this cleansing in view of this imminent  
 6 audit?  
 7 A. It certainly gave a focus to it, but the ... a new set  
 8 of information had — a new level of clarity of  
 9 information was being presented here, and there appeared  
 10 to be some actions in there that needed to be resolved.  
 11 So that's what it's saying. It was about separating  
 12 out — so, for example, removing assets that were no  
 13 longer to be serviced, for example, or — and making  
 14 sure that things were addressed.  
 15 Q. The suggestion is here that you would meet with  
 16 Janice Wray to discuss streamlining the process. Did  
 17 you meet her with that purpose in mind?  
 18 A. Well, streamlining the process was — my recollection of  
 19 that conversation was that a large number of the actions  
 20 that were allocated to the contracts management team in  
 21 particular were to investigate or to consider rather  
 22 than to do. So I felt that the wording of the FRAs  
 23 needed to be more precise and specific so that we can  
 24 actually action them, turn them instantly into a form of  
 25 words for a works order, rather than sending one of my

46

1 team to go and investigate, particularly if that's  
 2 something that isn't in their area of expertise, because  
 3 that was what I understood the fire risk assessor's  
 4 expertise was in. So I think that was about that  
 5 process.  
 6 In addition to that, I felt that some of the actions  
 7 would come to say things like, "Confirm that this item  
 8 has been serviced", whereas actually we had records that  
 9 could be viewed before visiting site, and rather than  
 10 create an action and a bureaucracy, having a fire risk  
 11 assessor check some of those actions before going on the  
 12 site and making the action unnecessary.  
 13 So it was about trying to streamline the process so  
 14 we didn't end up with a backlog of actions.  
 15 Q. Now, your notes of that meeting are at {TMO00879772/34}.  
 16 Shall we look at those together?  
 17 Now, we can see this is from your daybook number 7.  
 18 In the top right-hand corner you can see it says "H&S  
 19 committee 29.9.15", and then in the second line:  
 20 "Update for next meeting.  
 21 "Proposal for alternative approach to FRAs."  
 22 Do you see that?  
 23 A. Yes.  
 24 Q. Underneath that it says — tell me if this is wrong,  
 25 Mr Maddison:

47

1 "Specific actions.  
 2 "Raised as jobs, not as W2 actions."  
 3 Have I read that right?  
 4 A. Yes.  
 5 Q. What did you mean by an alternative approach to FRAs?  
 6 A. I felt that we could streamline the process as described  
 7 in the minutes. I felt that one of the ways we could  
 8 have done that — so one of them was the issue I've just  
 9 raised about specific actions, so rather than "Go and  
 10 investigate this issue", "Go and do this work". That's  
 11 what I wanted the —  
 12 Q. I see.  
 13 A. I wanted the language of the fire risk assessments to be  
 14 more precise, because they were the — the fire risk  
 15 assessor is the expert here, and I thought that rather  
 16 than create actions through a W2 process, we could just  
 17 issue jobs. So rather than allocate a task to a team to  
 18 raise a job, why not just raise the job and streamline  
 19 that process? So that was the — so I was looking at  
 20 ways in which we could remove some of this bureaucracy  
 21 and improve the efficiency of progressing these actions.  
 22 Q. So, to be clear, were you suggesting that the FRAs, the  
 23 fire risk assessors, would write a different kind of  
 24 report which would identify not only what the risks are  
 25 and the priorities, but would also identify with

48

1 precision the cure?  
 2 A. Where possible, I think that — yes, because a lot —  
 3 some of the actions would be to, for example, check  
 4 that — check this is a fire door, for example, whereas  
 5 actually the fire risk assessor is there at the door,  
 6 why not check and confirm it's a fire door? So rather  
 7 than give an action to another team member who's then  
 8 got to go and carry out that assessment, why not do it  
 9 there and then? That was the kind of streamlining that  
 10 I was looking at.  
 11 Q. Did you have any discussions with any of TMO's fire risk  
 12 assessors about that proposal?  
 13 A. Ultimately I did. I mean, initially I spoke to Janice  
 14 and spoke to my team, because it was really about —  
 15 this was about clarity of information, and so there was  
 16 a dialogue going on between my contracts management team  
 17 and Janice about that issue.  
 18 I think there was a meeting, and I only met  
 19 Carl Stokes maybe two or three times in my time at the  
 20 TMO, but I do remember there being a meeting to try and  
 21 resolve some of these issues and make the process more  
 22 focused and streamlined.  
 23 Q. Now, we've seen reference in the minutes to an imminent  
 24 health and safety audit that was to take place.  
 25 I showed you that in paragraph 3.2 on page 3. That was

49

1 an audit, wasn't it, carried out by RBKC?  
 2 A. I assume so, yes.  
 3 Q. Do you know?  
 4 A. I don't.  
 5 Q. Well, let's just look at the audit report. It's at  
 6 {RBK00000531}, please. It's dated March 2016. It's the  
 7 final internal audit report on health and safety.  
 8 Just looking at its first page, did you see this  
 9 document at the time, do you think?  
 10 A. I don't recall.  
 11 Q. Were you aware in general of the gist of the findings in  
 12 this report?  
 13 A. No.  
 14 Q. No?  
 15 A. Not from memory.  
 16 Q. So can we take it that you didn't see it and didn't read  
 17 it?  
 18 A. I don't think I saw it. I wouldn't necessarily have  
 19 seen it.  
 20 Q. Let me see if I can show you something that might  
 21 trigger a recollection.  
 22 Can we go to page 4 {RBK00000531/4}, please. On  
 23 page 4 you can see the summary of findings, and at the  
 24 top of the page, under "Executive Summary",  
 25 paragraph 2.1, "Assurance Opinion", "Audit Opinion", and

50

1 you get a "Substantial" assurance.  
 2 Do you know, were you aware that that was the  
 3 outcome of the audit?  
 4 A. I had — yes, I heard that, but I wasn't — I don't  
 5 think I saw this report.  
 6 Q. Right. Did you see it in draft, do you think?  
 7 A. No.  
 8 Q. Right.  
 9 Can we look at {RBK00000313}, please. Is this  
 10 a document you've seen before?  
 11 A. Erm —  
 12 Q. The reason I ask you is you will see you're on the  
 13 circulation list.  
 14 A. Yes. I don't remember the exact report.  
 15 Q. Right. We can see you're on the circulation list.  
 16 A. Yes.  
 17 Q. Do you remember receiving it?  
 18 A. I don't.  
 19 Q. You don't. Right.  
 20 Let's look at the final version, perhaps is the  
 21 best, to see what it says about FRAs. Can we go back,  
 22 please, to the previous document, {RBK00000531/6}. At  
 23 page 6 you can see there at the very foot of the page,  
 24 last bullet point, over to page 7, it says this:  
 25 "The Fire Risk Assessments (FRA) are carried out by

51

1 a third party specialist consultant and the FRA reviews  
 2 are undertaken by the TMO Assistant Safety Advisor  
 3 during routine inspections of properties to ensure that  
 4 any significant findings and action plan items  
 5 identified by the FRA are progressed in a timely manner  
 6 as per their stated priority. Checks on Keystone for  
 7 ten estates confirmed these were up to date and all fire  
 8 equipment had been inspected within the past  
 9 twelve month period."  
 10 Now, this is March 2016. The impression given by  
 11 this audit and what I particularly read to you just now  
 12 was that FRA actions were progressed in a timely manner.  
 13 Was that really true, given the significant backlog  
 14 that we've seen, at least as at the end of  
 15 September 2015?  
 16 A. I think things were progressing at speed here, really.  
 17 I think that ... 2016, so certainly a lot of the  
 18 challenges had been around the procurement and the  
 19 delivery, certainly in my area, were around the  
 20 servicing contracts and getting them into place in  
 21 Keystone was taking an enormous amount of focus and  
 22 effort, and it was through that, really, we felt was the  
 23 route to achieving significant compliance, rather than  
 24 reactive compliance, which I think had been the case  
 25 before.

52

1 So I think that focus had been on ensuring that  
2 those contracts were delivering, and I think by this  
3 stage they were, and I think we were seeing the benefits  
4 of that.  
5 Q. Did you have any meetings with the RBKC auditors on the  
6 subject of FRA actions?  
7 A. Not specifically FRA actions. I mean, the auditors had  
8 audited each of the contracts, the contract areas that  
9 we had procured, and each of them had been given  
10 substantial assurance, and that was done by ensuring  
11 that we were looking at live data on our Keystone system  
12 and having a much greater level of scrutiny on that.  
13 The fire risk assessment aspect of this had been  
14 recently procured at around about this time, so there  
15 was a new contractor who was mobilising around about  
16 2016.  
17 Q. The audit, of course, had started in or around late  
18 September/early October 2015, which is why it was  
19 described in the minute we've just seen as imminent; is  
20 that right?  
21 A. I didn't know if this was the same audit. I didn't —  
22 I don't think I had any direct involvement in the audit.  
23 I didn't meet the auditors.  
24 Q. Well, I was going to ask you: during the period between  
25 the end of September 2015 and the publication of the

53

1 final reports, did you have any involvement in providing  
2 the auditors with the sort of information that we've  
3 seen in paper 2, which identified the outstanding  
4 actions and their proportion to the total and the  
5 prioritisation?  
6 A. I didn't have any involvement in the audit at all,  
7 I didn't meet the auditors.  
8 Q. Right.  
9 Are you able to explain or say whether the auditors  
10 saw documents such as those that we had seen presented  
11 to the 29 September health and safety committee meeting?  
12 A. I had no involvement in the audit at all.  
13 MR MILLETT: Let's go back a little bit in time, then.  
14 Health and safety committee meeting, 24 November 2015,  
15 at {TMO10011452}.  
16 Mr Chairman, I'm just noting the time. If I can  
17 finish this document, that will just cover this one.  
18 SIR MARTIN MOORE-BICK: Yes, all right, carry on.  
19 MR MILLETT: This is another health and safety committee  
20 meeting. You're there, as you can see,  
21 24 November 2015.  
22 Can we go to page 4 {TMO10011452/4}, please, and  
23 look at item 5.6 on that page:  
24 "How do we check actions deriving from deficiency  
25 notices are done and monitor how they are escalated if

54

1 not done within the timeframes. JW will be monitoring  
2 the actions. Depending on what the issue is JW will  
3 escalate where necessary through the relevant managers.  
4 PM would like this in a formal written process.  
5 Deficiency notices to be reported at this meeting."  
6 Now, we can see that the discussion concerned  
7 notification of deficiency notices. Were those issued  
8 by the LFB?  
9 A. Sorry, I didn't catch that question.  
10 Q. Deficiency notices, were those notices issued by the  
11 LFB?  
12 A. I assume so, yes.  
13 Q. Do you know why this discussion was being held only now?  
14 A. Erm —  
15 Q. How had this come up?  
16 A. I don't remember.  
17 Q. What was your understanding at the time of the  
18 monitoring process in place so far as regards  
19 deficiencies notified by the LFB?  
20 A. I didn't know that there was a process in place.  
21 Q. Is it true also the other way round, that you knew that  
22 there was no process in place?  
23 A. No. I didn't know.  
24 Q. You didn't know one way or the other or —  
25 A. I didn't know whether there was a process or not.

55

1 Q. I see, right.  
2 You say in the minute that you would like this in  
3 a formal written process. What was it specifically that  
4 you wanted recorded in or as part of a formal written  
5 process?  
6 A. If there was a deficiency notice issued, that it was  
7 communicated to the correct people in the organisation,  
8 because there was a risk that significant parties may  
9 not learn of it unless there's a clear protocol.  
10 Q. Right. Does that indicate to us that you realised that  
11 there wasn't such a formal written process at the time,  
12 otherwise you wouldn't have asked for one?  
13 A. I don't remember this conversation but this minute would  
14 suggest that that was the case.  
15 Q. Indeed.  
16 Do you know whether a formal written process for  
17 actions arising from LFB notices of deficiencies was  
18 ever implemented?  
19 A. I don't remember.  
20 Q. Now, the minute records that deficiency notices were to  
21 be recorded or reported at that meeting, in other words  
22 the health and safety committee meeting or meetings;  
23 were they to be reported at any other meetings?  
24 A. I don't know.  
25 Q. Other groups? No.

56

1 Who within the TMO to your understanding would be  
 2 told if a deficiency notice had been received from the  
 3 LFB?  
 4 A. I don't know, but I would assume it would go to the  
 5 company secretary or to the chief executive.  
 6 MR MILLETT: Right.  
 7 Mr Chairman, we're going to continue in this line,  
 8 as is now becoming habitual, but this may be  
 9 an appropriate moment for a break.  
 10 SIR MARTIN MOORE—BICK: If it's not too inconvenient as far  
 11 as you're concerned.  
 12 MR MILLETT: No, it's not.  
 13 SIR MARTIN MOORE—BICK: Mr Maddison, I think it is time we  
 14 had a short break. The usual routine, please: don't  
 15 talk to anyone about your evidence, please, while you're  
 16 out of the room.  
 17 THE WITNESS: Okay.  
 18 SIR MARTIN MOORE—BICK: We will resume at 11.35, please.  
 19 All right? Thank you very much.  
 20 (Pause)  
 21 Thank you, 11.35, please. Thank you.  
 22 (11.20 am)  
 23 (A short break)  
 24 (11.35 am)  
 25 SIR MARTIN MOORE—BICK: Ready to continue, Mr Maddison?

57

1 THE WITNESS: Yes.  
 2 SIR MARTIN MOORE—BICK: Good, thank you very much.  
 3 Yes, Mr Millett.  
 4 MR MILLETT: Yes, Mr Chairman.  
 5 Mr Maddison, could I next go, please, with you to  
 6 {TMO00840480}. Now, this is a document entitled "KCTMO  
 7 Procedure for dealing with LFB Deficiency Notices", and  
 8 it's paper 3, which would indicate that it was  
 9 circulated to a meeting.  
 10 You can see from the foot of the page, if we scroll  
 11 down to it, please, that it's dated January 2016 and  
 12 signed off by Janice Wray.  
 13 Have you seen this document before?  
 14 A. I don't remember it, but I would have — if it's been  
 15 circulated as part of the pack for the operations  
 16 committee meetings, I'm sure I would have seen it.  
 17 Q. Right. Do you remember whether this was the procedure  
 18 or process produced by the TMO to ensure actions from  
 19 deficiency notices were completed and escalated?  
 20 A. I don't remember it, but it looks like that.  
 21 Q. Right. Do you remember how it was formalised?  
 22 A. I don't.  
 23 Q. You don't?  
 24 A. I'm assuming it will be on the record.  
 25 Q. Right.

58

1 Do you remember ever asking Janice Wray why, in this  
 2 document, there is no mention of the W2 monitoring of  
 3 deficiency notice actions that had been the subject of  
 4 discussion at the meeting we just looked at?  
 5 A. I don't remember that, but possibly by this time W2 had  
 6 been replaced by a different system. So there was a CRM  
 7 system that effectively replaced W2.  
 8 Q. Summarising what Ms Wray says in her supplemental  
 9 witness statement, paragraph 36 — and that's at  
 10 {TMO00873934/18}, there is no need to go to it — she  
 11 says that there was no specific workflow on W2 or CRM  
 12 for deficiency notices. Do you remember that?  
 13 A. I don't.  
 14 Q. Were you aware at the time that W2 was not used in order  
 15 to monitor deficiency notices?  
 16 A. I think — I wasn't — I think W2 had probably been  
 17 replaced by the CRM system.  
 18 Q. Right. Do you know when that was?  
 19 A. I don't.  
 20 Q. You don't.  
 21 A. But I wasn't aware of a process for signing off  
 22 deficiency notice actions. I think this was more about  
 23 communicating the deficiency notices.  
 24 Q. Are you able to tell us how completion of actions was  
 25 going to be monitored if it wasn't on W2 or CRM —

59

1 A. It —  
 2 Q. — as far as deficiency notices are concerned?  
 3 A. I don't, but my assumption would be that any  
 4 communication would have been through CRM system anyway.  
 5 Q. Do you remember what reports the health and safety  
 6 committee received from the time you were on it about  
 7 the completion or otherwise of actions identified in LFB  
 8 deficiency notices?  
 9 A. I don't remember.  
 10 Q. Can we go back to the minute of the health and safety  
 11 committee meeting of 29 September 2015 at {TMO10044175}.  
 12 I just want to show you something in that if I can.  
 13 If you go, please, to page 3 {TMO10044175/3}, we saw  
 14 this before, it's 3.2 at the top of page 3, the last  
 15 sentence. You confirmed that all actions would be  
 16 completed by the end of November; do you see that? Yes?  
 17 A. Yes.  
 18 Q. Now, if we then go back, please, to the FRA statistics  
 19 which were produced for the November meeting, this is at  
 20 {TMO10011191}. If we look at that, this is paper 2 for  
 21 the 24 November 2015 meeting showing data as it stood at  
 22 the previous day, with numbers in brackets as at  
 23 28 September 2015.  
 24 Would you agree that this table suggests that,  
 25 although there has been some reduction for A&R contract

60



1 management — I think we'll need to see the next page,  
 2 page 2 {TMO10011191/2}, you can see A&R contract  
 3 management — although there has been some reduction  
 4 from 393 down to 285 outstanding items, as you can see  
 5 in the right—hand column, A&R project management has  
 6 still got 13 actions outstanding as at 29 September  
 7 which were still outstanding as at 23 November.  
 8 A. Sorry, I've ... sorry, could you repeat the question?  
 9 Q. Yes. Although there has been some reduction for A&R  
 10 contract management, as you can see, from 393 as at the  
 11 end of September down to 285 — that's the different  
 12 figures in the outstandings column; yes?  
 13 A. Yes.  
 14 Q. You've still got 13 or so actions outstanding as at  
 15 29 September which were still outstanding as at  
 16 23 November.  
 17 A. Sorry, the 13 refers to the project management team.  
 18 The 285 refers to the contract management team.  
 19 Q. Yes, you're quite right.  
 20 A. So if I understand what you're asking is: do I recognise  
 21 that there has been a reduction in the FRA actions  
 22 within the contract management team from 393 down to  
 23 285?  
 24 Q. Yes.  
 25 A. Yes, I do recognise that.

61

1 Q. My point is although you have some movement in the  
 2 contract management team, you have no movement in the  
 3 project management team.  
 4 A. Right, okay. So the likelihood on that — I don't know  
 5 the specifics of those actions, but any actions within  
 6 the project management team are likely being procured in  
 7 the capital programme, so it's quite often there would  
 8 be a longer lead—in on those. So it may be it's waiting  
 9 for scaffold to be erected as part of the work.  
 10 Q. I see.  
 11 A. So it might not be uncommon that those projects might  
 12 be — they may be low—priority issues but waiting for  
 13 access arrangements or something like that, and  
 14 I suspect that those are one of those.  
 15 Q. Did you explore that? You say you suspect; is that  
 16 something you actually —  
 17 A. It will have been part of the discussion I would have  
 18 been having with my teams around understanding what the  
 19 issues are in terms of those outstanding actions, yes.  
 20 Q. It's clear at any event that although some progress had  
 21 been made, as we can see, you weren't going to meet the  
 22 deadline of the end of November for clearing all  
 23 actions, were you?  
 24 A. No.  
 25 Q. Was that disappointing to you?

62

1 A. Yes.  
 2 Q. Were there any consequences for your team missing that  
 3 deadline?  
 4 A. Well, what I discussed with my team, I reviewed these  
 5 actions with my team, and looked at what priorities  
 6 there were, and looked at how we could ensure that  
 7 matters were addressed as quickly as possible.  
 8 Q. Were you asked to explain your progress with actions  
 9 during the meeting?  
 10 A. Yes, there was a discussion about —  
 11 Q. And what did you say?  
 12 A. I don't remember the detail now.  
 13 Q. Can we go to the FRA review meeting on 17 December 2015,  
 14 which you attended, and we can see a note of that  
 15 meeting in your notebook at {TMO00879772/56}, please.  
 16 If you look at the top left—hand corner, this is again  
 17 daybook 7 of 8, you can see there is an entry, "FRA  
 18 Review Meeting 17.12.15", and underneath that, do you  
 19 see it says:  
 20 "AB to give CS access to certificates portal —  
 21 Allied Protection."  
 22 I think that's what it says, correct me if I'm wrong  
 23 about any of this:  
 24 "Alternatively provide data or date to CS in advance  
 25 of inspections."

63

1 Then on the right—hand side next to the line, it  
 2 says, "Training", and then I think:  
 3 "Standards."  
 4 "Adair doors."  
 5 "Sprinklers."  
 6 Is that correct?  
 7 A. Yes. It's data to CS, Carl Stokes.  
 8 Q. Right. Then to the right of that it says something that  
 9 looks like "training"; is that right?  
 10 A. "Training, standards, Adair doors, sprinklers."  
 11 Q. Can you first help us with the word — is that  
 12 "standards" underneath the word "training"?  
 13 A. Yes.  
 14 Q. What was the detail of the discussions about Adair  
 15 doors, do you remember?  
 16 A. Erm ...  
 17 (Pause)  
 18 I think this is — so from memory — my memory isn't  
 19 very clear on this. I had limited involvement in the  
 20 discussion about the enforcement notices that were put  
 21 in place about Adair, but there was a question about  
 22 whether the existing doors were compliant, and there was  
 23 discussion about a retrofitting programme to install  
 24 door—closers, and I think that was what the discussion  
 25 was about, about what standards were applied in the

64

1 context of the existing doors meeting the building regs  
 2 at that time, and whether there was a retrospective  
 3 requirement to fit door-closers, and in fact whether  
 4 that fitting door-closers retrospectively on those doors  
 5 might have caused other problems.  
 6 Q. Right. That's in the aftermath of the fire that had  
 7 happened in Adair Tower in October 2015?  
 8 A. I think so, yes.  
 9 Q. What about sprinklers, what was that a discussion about?  
 10 A. That was about an action — so one of the outstanding  
 11 actions related to — it goes back to the conversation  
 12 we had earlier about Carl Stokes and the actions coming  
 13 from the fire risk assessments. So one of the items on  
 14 his assessment would be service sprinkler systems in  
 15 accordance with the manufacturer's requirements, and if  
 16 you looked at the manufacturer's requirements, it would  
 17 require the — a weekly inspection. These sprinklers  
 18 that we were referring to here were actually in basement  
 19 flats inside people's homes, so it was impractical to go  
 20 and do a weekly inspection in somebody's home because it  
 21 was impractical, so it was trying to understand — it  
 22 was an example where we had an action but we couldn't  
 23 really action it, so it was trying to find a resolution  
 24 to that.  
 25 Q. Other than the notes we've seen in your notebook, did

65

1 you take any other notes of this meeting?  
 2 A. No.  
 3 Q. We haven't seen any minutes for this meeting; can you  
 4 explain why not?  
 5 A. I'm assuming this was a meeting with me and Alex Bosman.  
 6 Q. Why are you assuming that?  
 7 A. I can't remember what the meeting — who else was at the  
 8 meeting, I don't know.  
 9 Q. Right.  
 10 A. This may have been the meeting that Carl Stokes that  
 11 I talked about earlier.  
 12 Q. You enter it as an FRA review meeting.  
 13 A. I think — so, from memory — I mean, I can't be sure,  
 14 there would be a note in my diary who else might have  
 15 been at that meeting, but I think this was the meeting  
 16 where the contracts team and Carl Stokes, myself and  
 17 Janice Wray met to try and streamline the process,  
 18 clarify how — because there are actions that are in the  
 19 fire risk assessment actions that aren't being actioned  
 20 because we'd hit obstacles, such as: we can't service  
 21 these sprinklers, is there a practical way in which we  
 22 could comply with the regulations while — without  
 23 having to go into that property every week, for example.  
 24 Q. Now, it says "AB" — that's Alex Bosman, I'm assuming?  
 25 A. Yes.

66

1 Q. "... to give CS access to certificates portal."  
 2 A. Yes.  
 3 Q. Was the certificates portal a database which contained  
 4 the certificates issued in respect of fire safety  
 5 measures within the TMO stock?  
 6 A. So that would have been, at that stage — I'm struggling  
 7 to remember the actual timescale on this. So this would  
 8 have been — Allied Protection were the facilities  
 9 management contractors, who were the newly mobilised  
 10 facilities management contractors responsible for  
 11 fire safety as well as other — so what we'd done is  
 12 we'd amalgamated a series of contracts together to try  
 13 and get the right contractor in who would have the right  
 14 sort of commitment to investing in infrastructure like  
 15 portals and databases that we required.  
 16 So this was — this conversation, I think, was for  
 17 Alex to give Carl Stokes access so he could check  
 18 certification before going to site. So rather than  
 19 giving us or Alex's team an action to confirm that this  
 20 is certified, Carl could know before he's going on site,  
 21 like he could check all of the certification online and  
 22 verify it on site, and that would remove some of the  
 23 bureaucracy and speed up the process.  
 24 Q. Right.  
 25 Was the certificates portal called or did it form

67

1 part of the Keystone database?  
 2 A. So at this stage it wasn't integrated with the Keystone  
 3 interface, from memory, so Allied Protection had their  
 4 portal. We were in the process of migrating all of the  
 5 information into Keystone. There was a period from this  
 6 point forward where that process of integration was  
 7 happening.  
 8 Q. I see.  
 9 A. Ultimately it would have been in Keystone. All of the  
 10 other services' compliance figures were live and  
 11 reported on a TV screen in the office, so we could see  
 12 performance on a live basis, and that was the process we  
 13 were going through at this stage with Allied Protection,  
 14 of actually collecting that data and importing it into  
 15 Keystone.  
 16 Q. Was Carl Stokes given access to the certificates portal?  
 17 A. I don't know. I assume so.  
 18 Q. Why wasn't he given access before 17 December 2015?  
 19 A. I'm assuming that Allied weren't on board at that time.  
 20 This was the mobilisation period of the contract.  
 21 The other thing to mention, I suppose, as well is  
 22 that the Allied Protection portal was their way of  
 23 communicating their certification to the TMO, but there  
 24 was also a quality assurance process before the  
 25 information was uploaded into Keystone. So there was

68

1 a check by an independent expert to make sure that the  
2 certification was correct.  
3 Q. Yes. Did you take any steps yourself to monitor  
4 Mr Stokes' access or his ability to access the  
5 certificates portal and then later the Keystone database  
6 which would have contained that information?  
7 A. I didn't have any personal contact with him about that.  
8 Q. Do you know who was responsible for facilitating  
9 Mr Stokes' access to that information?  
10 A. I would assume that would be between Alex and Janice.  
11 Q. I see. But you had no part of it?  
12 A. No, Janice was the key point of contact with Carl.  
13 Q. If that's the case, can you tell us why it appears  
14 Janice Wray was not at the meeting you were having with  
15 Alex Bosman to ensure that Carl Stokes had access to the  
16 certificate portal?  
17 A. She may have been at the meeting. I can't remember the  
18 meeting specifically. I'd have imagined she would be  
19 there.  
20 Q. Can we go to {TMO00843588/2}, please. This is an email  
21 run on the same day, and if you go to page 2, you can  
22 see that there is an email from Alex Bosman on  
23 17 December 2015 at 12.52 to Janice Wray,  
24 Barbara Matthews, you and Sacha Jevans, subject, "FRA":  
25 "Hi All,

69

1 "It was really helpful to meet this morning and  
2 I feel the new approach to reviewing the FRA actions  
3 will enable us to progress them in a timely manor[sic]."  
4 Had he expressed concerns before this about delays  
5 in closing out FRA actions?  
6 A. Yes, there had been ongoing dialogue involving Alex and  
7 others about how we could make sure the process worked  
8 effectively.  
9 Q. What were his specific concerns that he had previously  
10 raised?  
11 A. I don't remember but, I mean, the ones that we described  
12 that — in the meeting we've just reviewed were — they  
13 were suggestions from Alex about how we could streamline  
14 some of these processes and —  
15 Q. Right.  
16 When he says, "It was really helpful to meet this  
17 morning", obviously we can see from your diary that you  
18 were there, does this tell us that Barbara Matthews,  
19 Janice Wray and Sacha Jevans were also at the meeting?  
20 A. I certainly don't think Barbara or Sacha would have been  
21 there. I think Janice probably was.  
22 Q. Right, I see.  
23 The new approach he refers to there I've just read  
24 to you, what was that new approach to reviewing FRA  
25 actions?

70

1 A. The approach that we covered in the meeting that you saw  
2 in the minutes.  
3 Q. Right.  
4 Did the new approach enable the TMO to clear the  
5 backlog of FRA actions that had built up which we've  
6 seen from the November meeting notes?  
7 A. It was helping, and certainly the — so I think that  
8 would have streamlined that part of the process. A key  
9 part of this from the TMO's perspective was making  
10 sure — mobilising the contract with Allied Remedials —  
11 Allied Protection, rather, and making sure that that  
12 worked, because I think we'd had a period of time where  
13 we had RGE as the contractor, which we looked at in the  
14 evidence yesterday, and we parted company with that  
15 contractor and had an interim contract in place with  
16 Chubb, which — for a couple of years, and that was  
17 really — it was an interim emergency procurement to  
18 cover a vacancy at that time, and this was really —  
19 this new contract with Allied Protection was really the  
20 first time that we'd had a properly structured  
21 procurement of a contractor who would take on all of  
22 those aspects.  
23 Q. Was the new approach that he refers to recorded in some  
24 kind of policy document or protocol?  
25 A. I think the new approach is ... I think it's not

71

1 a fundamental new approach. I think what he was  
2 flagging up is that there's a new approach of getting  
3 greater clarity from the way that actions from the fire  
4 risk assessments were communicated to Alex's team in  
5 a way that could be actioned effectively.  
6 Q. It doesn't look like that from the note of the meeting  
7 we saw. What it looks like from the note of the meeting  
8 we saw, leaving aside Adair and sprinklers, was that  
9 Carl Stokes would be given access to information, not  
10 that Alex Bosman would be given access to better  
11 information?  
12 A. Well, Alex would have access to that information anyway,  
13 so that — just the process of checking rather than  
14 creating actions to check would help, as would the  
15 access — giving access to the portal. But also there  
16 was the — there had been an ongoing discussion about  
17 ensuring that the actions that were being communicated  
18 were actions that were able to be actioned through  
19 a direct order to a contractor, rather than something  
20 that another third party needed to go and investigate.  
21 So I think they were — that was the sort of  
22 cultural change that had come about over the — this  
23 period.  
24 Q. I mean, to summarise it, is the new approach essentially  
25 giving Carl Stokes access to certificates so as to

72

1 pre—inform him about any particular piece of equipment  
 2 in any particular building so that it would speed up his  
 3 work and also make his work clearer so that he could  
 4 then direct you as to what needed to be done?  
 5 A. That was one strand.  
 6 Q. What were the other strands?  
 7 A. So the other strand was about the tone and the clarity  
 8 of what actions needed to be taken. So fire risk  
 9 assessment actions were actions not to go and  
 10 investigate, but actions to go and do this piece of  
 11 work. So that was the clear — that was the most  
 12 important part of this, because actually a significant  
 13 number — up to that point, a significant number of  
 14 actions were for my team, who weren't experts, to go and  
 15 investigate something and agree what needed to be done.  
 16 So that meant we would have to get other people to give  
 17 advice, and so it was about streamlining the process and  
 18 getting clarity about what actually needed to be done as  
 19 a result of those actions.  
 20 Q. Right. But that second strand doesn't appear in your  
 21 manuscript note of the meeting we saw.  
 22 A. It's been part of the dialogue of all of the discussions  
 23 that we've been having through these — through this  
 24 morning.  
 25 Q. Can we then move into 2016, please, and go to the health

73

1 and safety committee meeting of 19 January 2016.  
 2 I'd like to show you your first witness statement at  
 3 page 43 {TMO00000892/43}, please. Let's go to  
 4 paragraph 219 on that page. You say:  
 5 "I attended a Health and Safety Committee meeting on  
 6 19 January 2015 attended by TMO Managers and staff.  
 7 During this meeting ... [you exhibit the note] as  
 8 recorded at paragraph 3.2, I asked to see a copy of the  
 9 detail behind a report on the backlog of outstanding  
 10 actions in relation to fire related deficiencies and  
 11 indicating my view that the system should be more robust  
 12 to ensure actions are escalated if they are out of time.  
 13 There was confirmation that the process would be  
 14 reviewed."  
 15 Now, to be clear, I think in fact you meant 2016,  
 16 not 2015 in your statement; is that right?  
 17 A. I'm not sure.  
 18 Q. Well, let's just look at the document, then. Well,  
 19 let's go to {TMO10011987}. If you go to that first  
 20 page, you can see that the minutes certainly say 2015 at  
 21 the top, when you are in attendance.  
 22 But in fact, it's right, isn't it, that the  
 23 Adair Tower enforcement notice came in December 2015?  
 24 Do you remember that?  
 25 A. Sorry, I'm looking at — I'm confused about the timing

74

1 of what we're trying to establish here.  
 2 Q. I'm trying to establish here that in fact the date of  
 3 this minute was in fact 2016 as opposed to 2015.  
 4 A. Of these minutes?  
 5 Q. Yes. Your statement and these minutes themselves  
 6 actually should have borne the date 2016 and not 2015.  
 7 A. Okay, I'm not sure. I don't think I can ...  
 8 Q. If you go to paragraph 3.6 {TMO10011987/3}, you can see  
 9 that there is a reference there to the process for  
 10 deficiency notices relating to paper 3 in the meeting  
 11 documents. That's what we saw earlier on.  
 12 If you want to go back to that, we can do that,  
 13 {TMO00840480}. Let's quickly go back to that. You can  
 14 see that here is the procedure, and it's dated  
 15 January 2016.  
 16 So it makes sense, doesn't it, that the reference to  
 17 this document, which is January 2016, could only be made  
 18 at a meeting in or after January 2016 and not  
 19 January 2015?  
 20 A. I'm sorry, I'm not really following.  
 21 Q. Well, the date of the meeting, according to the minute,  
 22 is January 2015. There is a reference in the minute to  
 23 this paper, and this paper is dated January 2016.  
 24 A. So you're saying — yeah, I don't know, but —  
 25 Q. All right. It's a matter of record.

75

1 Let's go to item 3 on page 3 of the minute, then,  
 2 back to that, {TMO10011987/3}. If you go to page 3  
 3 under 3.1, "W2 Workflow FRA Actions", it says:  
 4 "JW and BM highlighted the main points of the FRA  
 5 summaries.  
 6 "PM asked for the detail behind this report. PM  
 7 noted that the system should be more robust to ensure  
 8 actions are escalated if they are out of time or  
 9 allocated to staff who are no longer with the  
 10 organisation. GW advised the process will be reviewed  
 11 to avoid outstanding historic actions."  
 12 We can see that you asked to see the detail behind  
 13 the report on the backlog of outstanding actions. Was  
 14 the report to which you were referring there the FRA  
 15 current progress with completion of actions summary that  
 16 Janice Wray had produced, do you remember that?  
 17 A. I don't remember, sorry.  
 18 Q. Okay, let's look at that, {TMO10011910}. This is  
 19 a document, paper 2, "FRA & H&S — Current Progress with  
 20 Completion of Actions, Fire Risk Team's Summary". Is  
 21 that the report that you were asking to see the detail  
 22 behind?  
 23 A. Possibly, yes.  
 24 Q. Let's go to page 2 {TMO10011910/2}, see if that makes  
 25 any better sense to you. This is "Fire Risk Assessments

76

1 Actions — Progress with Completing Actions", and then  
 2 there are the teams again set out: contract management,  
 3 project management, et cetera, with the age profile of  
 4 outstanding actions.  
 5 A. Yes.  
 6 Q. Was that the report?  
 7 A. Yes, I think that was the —  
 8 Q. Right.  
 9 A. That's the sort of report I was looking for, but —  
 10 Q. You say you wanted the detail; what information were you  
 11 lacking?  
 12 A. So what would have helped me would have been if those  
 13 actions required were broken down by age profile too.  
 14 Q. Could you just be clear about what you mean?  
 15 A. Okay. So, for example, if in the four to six-month  
 16 schedule —  
 17 Q. In the middle of the column there?  
 18 A. — where there are 15, if that broke that down into, of  
 19 those, five are amber, five are green, five are red.  
 20 Q. I see.  
 21 A. And that would have allowed me to understand whether  
 22 they were in date or out of date and therefore where  
 23 I could focus attention on making sure that those  
 24 actions were addressed.  
 25 Q. Well, you're told whether they're in date or out of date

77

1 in one sense, aren't you, or ...?  
 2 A. No, because those 15 documents could all be green and  
 3 have a six-month timescale.  
 4 Q. I see. So you were lacking information that told you  
 5 (1) whether these were in date or out date, and (2) what  
 6 their risk profile was.  
 7 A. Yes.  
 8 Q. I think that's what you're telling us.  
 9 Why was that information not something you had had  
 10 long before?  
 11 A. It was available in the granular detail, but I felt that  
 12 as this — for the purposes of this meeting, where we're  
 13 looking at corporate level, everybody should have sight  
 14 of that. Not just myself, but also other members of the  
 15 organisation.  
 16 Q. Right. I mean, the risk profile, the traffic light  
 17 system, is something you knew existed and that you had  
 18 been asking for for, by now, just about three years.  
 19 A. Well, each action — but each action had a priority to  
 20 it, so that was clearly communicated to the head of  
 21 services. But I felt that, as a monitoring tool  
 22 corporately, it would have been helpful to have been  
 23 able to see this at this level, so that —  
 24 Q. Right. Why hadn't you had that kind of information  
 25 before that, given the previous requests for that kind

78

1 of data?  
 2 A. I can't answer that.  
 3 Q. Right.  
 4 Was the system simply not picking these actions up?  
 5 A. No, the actions were all picked up, they were all  
 6 progressed. This was about having an overview and  
 7 ensuring that the correct actions were taken and people  
 8 were held to account if they weren't.  
 9 Q. Right.  
 10 We can see, just looking at contract management,  
 11 that there were still 69 out of 678 outstanding, most of  
 12 which, 35, were 12 months plus. That must have caused  
 13 you some concern?  
 14 A. It did. I mean, it did. I mean, it was good that the  
 15 figures were much lower than they had been previously,  
 16 so there was — the trend was downwards, but there were  
 17 still some issues that needed to be addressed here, and  
 18 some of those things were related to — there were some  
 19 sticky issues in terms of the sprinkler matter that  
 20 I raised earlier, so there were some issues that we had  
 21 to find a way of resolving, a practical way of  
 22 resolving. And these figures show that significant  
 23 progress had been made but there was still some way to  
 24 go.  
 25 This was at the time when we were also mobilising

79

1 the new facilities management contract, which we felt  
 2 was really going to be the piece with — that —  
 3 Q. On the face of it, what this tells us — is this  
 4 right? — is that whatever was known by those within  
 5 your team, you didn't have a grip on the risk profile or  
 6 the precise age profile, whether they were outstanding  
 7 or not, of some 10% of outstanding contract management  
 8 items?  
 9 A. Sorry, where does the 10% come?  
 10 Q. 69 out of 678.  
 11 A. No, that's not the case. There was — the process we've  
 12 described, each of the teams had a full report of all of  
 13 the actions by priority with the detail and the names  
 14 against them. What I was after was a high-level summary  
 15 to help, you know, the corporate health and safety  
 16 committee see the risk profile and the progress and the  
 17 trends that were in action here, so that information was  
 18 available. I felt that this was a way of strengthening  
 19 and improving some of that information. It wasn't  
 20 saying that the system wasn't working, it just meant  
 21 that there was — I felt there was a different way of  
 22 giving greater clarity.  
 23 Q. Yes. I mean, by this time, this is January 2016, it  
 24 looks as if you had been after, even at high level, for  
 25 your own benefit, a risk profile analysis and

80

1 an outstanding profile analysis for almost three years.  
 2 Did it not strike you by this time that you still  
 3 weren't getting that information in your hands?  
 4 A. Yes, but the granular detail was available and was being  
 5 actioned, and this information did show that progress  
 6 was being made, but I felt that, you know, it would have  
 7 been helpful to have developed that into — so that  
 8 those — each of those numbers could be broken down into  
 9 priority.  
 10 Q. But this is just another request, isn't it, for the same  
 11 information that you'd been asking for repeatedly for  
 12 years?  
 13 A. Yes.  
 14 Q. Did it not strike you as problematic that, although you  
 15 had been asking for the same information for years, you  
 16 had still not got it?  
 17 A. It was problematic, but it wasn't problematic to the  
 18 point that I couldn't talk to my team and look at the  
 19 detail of the granular detail with them.  
 20 Q. Right. And that was always the case, was it?  
 21 A. Yes.  
 22 Q. If that was always the case, why did you need the  
 23 information at all?  
 24 A. Because I thought it would be helpful. It would be  
 25 helpful to me and I thought it would be helpful to the

81

1 organisation.  
 2 Q. I mean, the information that you were after could come  
 3 from one or other of two sources: it could either be  
 4 given to you by Janice Wray as you were asking, or it  
 5 could be collated for you and presented to you by your  
 6 teams.  
 7 Did you ask Janice Wray again for that information?  
 8 A. I mean, it's on record what's been requested. In effect  
 9 what I did was go and talk to my teams and look at the  
 10 detail with them where necessary.  
 11 Q. Right.  
 12 A. But I felt that it would be better to have a single  
 13 source of information to avoid any corruption,  
 14 potentially.  
 15 Q. Right.  
 16 A. Corruption of that data, I mean.  
 17 Q. If you asked to see the detail behind the report on the  
 18 backlog of outstanding actions as we can see from the  
 19 minute, my question is: why did you ask that question if  
 20 this was something that you could have got from your  
 21 team?  
 22 A. I think I've explained as best I can as to why I felt  
 23 that it would be good for the organisation to see this.  
 24 Q. But why not just ask your team to prepare you a report?  
 25 A. That's what I did.

82

1 Q. Right.  
 2 You say you asked, as we can see, for detail behind  
 3 this report. Why did you have to ask that at this  
 4 meeting? Why not simply go to your team, go to  
 5 Alex Bosman, for example, and say, "Can I see the detail  
 6 behind this paper that I've received"?  
 7 A. That's what I would do.  
 8 Q. You did do that?  
 9 A. Yes.  
 10 Q. I just wonder why it was necessary to raise it in  
 11 a formal meeting.  
 12 A. Because I still feel that this information would be  
 13 better if it was broken down in that way, and maybe  
 14 somebody should have said no if it wasn't going to  
 15 happen, but I don't think that did happen.  
 16 Q. Now, we can see, if we go back to the minute,  
 17 {TMO10011987/3}, that at 3.2 on page 3, it says, "GW" —  
 18 that's Graham Webb, isn't it?  
 19 A. Yes.  
 20 Q. And he is Repairs Direct, isn't he?  
 21 A. He is.  
 22 Q. "... advised the process will be reviewed to avoid  
 23 outstanding historic actions."  
 24 Had you by this time met Repairs Direct in order to  
 25 discuss the issue of outstanding FRA actions?

83

1 A. No, I don't believe I did, because they were discrete  
 2 entities. I mean, there may have been some crossover at  
 3 some areas and need for some discussion, but  
 4 Graham Webb's team would deal with the responsive  
 5 repairs.  
 6 Q. Right.  
 7 Can we look at the foot of the page, paragraph 3.9:  
 8 "Deficiency notices are usually sent to relevant ESA  
 9 manager. PM asked for a live summary of what is being  
 10 circulated. JW to provide. SJ commented that there is  
 11 a need to carry out a trend analysis to interrogate the  
 12 data and check that actions are carried out and  
 13 escalated appropriately."  
 14 Why did you request the live summary there?  
 15 A. I think I wanted to know what was being required from  
 16 the Fire Brigade so we could anticipate and action these  
 17 things.  
 18 Q. Was that because you felt that there was insufficient  
 19 information being circulated generally about deficiency  
 20 notices?  
 21 A. I can't remember, but I think that must have been the  
 22 issue, that maybe some of the deficiency notices hadn't  
 23 been communicated to all sections of the organisation.  
 24 But also sometimes those deficiency notices — sometimes  
 25 the approach of the Fire Brigade might change for

84

1 different reasons, so they may start enforcing action on  
 2 things that previously they hadn't been. So it was  
 3 about understanding what was happening so we could  
 4 ensure that we could anticipate that and address matters  
 5 before these issues arose.  
 6 Q. Now, the next health and safety committee meeting took  
 7 place on 12 April 2016. Can we please look at the  
 8 minutes from that meeting, {TMO00840545}. We can see  
 9 from page 1 that you were in attendance, the third  
 10 attendee down.  
 11 Can we go, please, to page 3 in that {TMO00840545/3}  
 12 and look under the FRA section, item 4.1:  
 13 "W2 Workflow FRA Actions.  
 14 "JW welcomed the significant drop in the number of  
 15 outstanding actions for both FRAs and H&S Actions. BM  
 16 acknowledged the progress made and advised that the  
 17 Chief Executive remained anxious that all actions older  
 18 than six months should be completed as a matter of  
 19 urgency. ABos [Alex Bosman] added that his team  
 20 currently has a further 50+ actions which have been  
 21 confirmed as complete and will be fully completed on W2  
 22 asap."  
 23 Now, you can see that there's mention here of  
 24 a significant drop in FRA actions but still a note of  
 25 concern by the chief executive, Robert Black, there that

85

1 all actions older than six months should be completed as  
 2 a matter of urgency.  
 3 Was that a significant matter for everyone involved  
 4 in closing out FRA actions?  
 5 A. Yes.  
 6 Q. And therefore an urgent priority to correct?  
 7 A. Yes.  
 8 Q. I mean, the chief executive was on to you and it needed  
 9 to be done; yes?  
 10 A. Yes, but we all recognised the priority that this had.  
 11 Q. Yes.  
 12 Let's then look at the next health and safety  
 13 committee meeting in June, 14 June. Minutes of that are  
 14 at {TMO00840607}. Again you're in attendance, as you  
 15 can see from the column on the right, second name down.  
 16 Can we please go to page 3 {TMO00840607/3} and look  
 17 at item 4, "Fire Safety and Fire Risk Assessments, FRA  
 18 Actions", there. Underneath that at item 4.1:  
 19 "BM [Barbara Matthews] noted the good progress being  
 20 made with these, however, the Chief Executive is anxious  
 21 to have all older actions completed as a matter of  
 22 priority."  
 23 Now, that would suggest, would it not, that no or no  
 24 sufficient progress had been made on the older  
 25 six months plus actions since the April meeting, the

86

1 minutes of which we've just looked at?  
 2 A. I don't think it says there is no progress, but I think  
 3 it's recognising that that is still a priority that we  
 4 need to do.  
 5 Q. Does it follow that those issues had not been addressed  
 6 as an urgent priority as Mr Black had required?  
 7 A. I don't know that — I don't believe that's the case.  
 8 Q. Was it a disappointment to discover that you were  
 9 letting down the chief executive in his expectation that  
 10 outstanding matters of six months plus would be cleared  
 11 off as a matter of urgency?  
 12 A. We were all working really hard to try and address the  
 13 issue and make sure that this was — that all actions  
 14 were within date, and we'd gone through a very thorough  
 15 and rigorous process to ensure that we had the  
 16 infrastructure in place to be able to do that and to  
 17 ensure that we had the systems in place to be able to  
 18 measure and monitor it, and that wasn't just the fire  
 19 risk assessments actions, that was about all of the  
 20 actions which we measured through our Keystone system,  
 21 and so it was — you know, this was a process that we  
 22 were — devoted a significant amount of energy and focus  
 23 on.  
 24 Q. Were Robert Black's expectations of urgent completion of  
 25 these outstanding FRA actions realistic?

87

1 A. I think they were challenging, but I think that that was  
 2 right to be challenging.  
 3 Q. Did anybody go to Robert Black and say, "Look, we have  
 4 a process in place, but it's going to take a little bit  
 5 more time than you're pushing us for"?  
 6 A. There was a regular update through this process and also  
 7 through the governance arrangements, through the  
 8 operations committee and through the rest of the  
 9 governance of the organisation. So there was  
 10 a narrative on what was happening, what actions were  
 11 being taken, what the progress was in each of those  
 12 areas. But it was clear, our priority was clear, that  
 13 we wanted to get all of these actions within date.  
 14 Q. Now, looking at item 4.2 it says:  
 15 "PM [that's you] advised that the 3 Contract  
 16 Management actions which are over twelve months old all  
 17 relate to the maintenance of sprinklers within  
 18 dwellings. It is accepted that the British Standard's  
 19 requirement for weekly inspections is not achievable so  
 20 either an alternative and less onerous inspection regime  
 21 that is acceptable to the LFB needs to be agreed or the  
 22 possibility of removing these investigated. JW agreed  
 23 to query inspection regime with the Assessor and liaise  
 24 with PM and ABos to agree a way forward."  
 25 In fact, it appears that you or your team had three

88

1 actions over 12 months old, as is clear from that, not  
 2 just six months but 12 months; yes?  
 3 A. That looks to be the case.  
 4 Q. And your approach — is this right? — was to try and  
 5 reduce the requirements of the British Standard  
 6 inspection regime as opposed to providing the resources  
 7 to carry out that regime?  
 8 A. I don't think it was the British Standards regime,  
 9 I think that minute's inaccurate. It was the  
 10 manufacturer's recommendation. So the action that came  
 11 from Carl Stokes — so this is an example of the sort of  
 12 actions that couldn't really be actioned in reality. So  
 13 Carl Stokes' action from his fire risk assessment would  
 14 be, "Service this sprinkler system in accordance with  
 15 the manufacturer's guidelines", and the manufacturer's  
 16 guidelines would say, "Test this weekly". These were  
 17 sprinkler systems in individual properties in basements  
 18 of townhouses, and that would mean that we would have to  
 19 get access into those flats on a weekly basis to test  
 20 that those sprinklers were working, and that was  
 21 impractical.  
 22 Q. It may have been impractical, but it's what the  
 23 British Standards requirement was, wasn't it?  
 24 A. It was the manufacturer's requirement was that.  
 25 Q. Right.

89

1 A. So it wasn't something that we had the ability to do.  
 2 I mean, these properties were tenanted. People would be  
 3 at work. It was impractical to go into people's homes  
 4 on a weekly basis.  
 5 Q. I can see that you say that it was impractical, but  
 6 in fact isn't that just another word for resourcing?  
 7 A. No, I mean, it's a great inconvenience to people if they  
 8 have to be in their house once a week to have their  
 9 sprinkler serviced or sprinklers tested that they're  
 10 working. So it was about understanding a more practical  
 11 way of ensuring that this was done.  
 12 Q. Now, the next meeting takes place on 13 September 2016,  
 13 and the minutes are at {TMO10014979}. Again, we can see  
 14 that you are in attendance at that meeting.  
 15 Can we go to page 2 {TMO10014979/2}, please,  
 16 "FRA Actions" under item 4. You can see in the first  
 17 line that:  
 18 "[Barbara Matthews] raised concern that there was  
 19 still a volume of actions outstanding and reiterated the  
 20 need for these to be given priority and completed asap."  
 21 Then if you go down towards the end of that point,  
 22 she says:  
 23 "BM hoped to see substantial improvement on these  
 24 figures at the next meeting — particularly any actions  
 25 over 6 months old."

90

1 I've read about five lines up from the bottom there.  
 2 Do you see that?  
 3 A. Yes.  
 4 Q. So it's clear that even by this time now,  
 5 13 September 2016, there was still a significant volume  
 6 of actions outstanding; do you agree?  
 7 A. I can't see the figures, but I presume there were  
 8 figures presented in this meeting.  
 9 Q. Well, she says there is still a volume of actions  
 10 outstanding. I take it from that that the volume of  
 11 actions was significant rather than insignificant?  
 12 A. I don't have recollection of what those actions were  
 13 specifically.  
 14 Q. Was it your impression at this meeting that,  
 15 notwithstanding all the efforts that had been put into  
 16 this process over the previous years and months, there  
 17 was still a need for substantial improvement in getting  
 18 FRA actions completed?  
 19 A. There was. There was — I mean, there was a clear focus  
 20 on it, and the point of the last point in there was  
 21 that — where Alex Bosman confirmed that the new  
 22 facilities management contract was due to start later  
 23 this year, and that was a significant part of the last  
 24 piece of jigsaw of compliance, which was the facilities  
 25 management contract included the work we intended to do

91

1 with Allied Protection, and that would have — this —  
 2 there's also a risk at this stage, I think, that we'd  
 3 procured that new contract and the outgoing  
 4 contractor — there was like — there was going to be  
 5 a handover between two contractors, which was always  
 6 an area where there can be turbulence in terms of  
 7 performance.  
 8 Q. You can see that Barbara Matthews is hoping to see  
 9 substantial improvement at the next meeting, and then  
 10 she says "particularly any actions over 6 months old".  
 11 It looks from that that there was still at least  
 12 a significant, by which I mean meaningful, number of  
 13 actions which were over six months old which were  
 14 troubling Ms Matthews; is that right?  
 15 A. That looks like — that's what she's minuted, yes.  
 16 Q. Why was that a problem that you hadn't been able to get  
 17 rid of, notwithstanding Robert Black's imperative given  
 18 to you back in the April?  
 19 A. I mean, Barbara's comment on the corporate figures,  
 20 I don't know what the specifics are for my team.  
 21 Q. It looks as if she was on at you, effectively, to sort  
 22 out actions over six months old. What was the problem?  
 23 A. This wasn't me particularly, this was —  
 24 Q. On at the group.  
 25 A. — the group, yes.

92



1 Q. What was the problem?  
 2 A. I think that the issue at this stage was — I think we'd  
 3 seen significant improvement over time, and I think we'd  
 4 reached the point where, in mobilising the new  
 5 facilities management contract, there was going to be  
 6 a bit of turbulence and — but beyond that, there was  
 7 going to be a significant improvement.  
 8 Q. If you want to look at the figures, we can. They are at  
 9 {TMO10014787}. Let's look at those just to be clear,  
 10 since you raised the point.  
 11 This is paper 4, addressed to that meeting, and you  
 12 can see that for A&R contract management and A&R project  
 13 management, there are the figures of fully complete, 695  
 14 and 59, with 90 outstanding and 14 outstanding  
 15 respectively. Do you see that?  
 16 A. Mm—hm.  
 17 Q. Then if you go to page 2 {TMO10014787/2}, we can see the  
 18 age profile. We've still got, under contract  
 19 management, some 66 which are 4 to 6 months old, none at  
 20 the 7 to 12 range but two over 12 months.  
 21 A. So presumably the two over 12 months are the sprinklers  
 22 that we'd had an issue with, so if you take those out,  
 23 we've achieved the target within six months within the  
 24 contract management team.  
 25 Q. And under project management you've got 11 of 12 months

93

1 plus. What was that about?  
 2 A. I don't remember the detail, but I think, you know, my  
 3 previous answer was that — relating to longer term,  
 4 low—priority issues that were requiring access is  
 5 typically what would be addressed there.  
 6 Q. Can we then go to the health and safety committee  
 7 meeting of 19 January 2017. That's at {TMO10016020}.  
 8 We can see that you're there, third individual down.  
 9 Can we go to page 2 {TMO10016020/2}, please, again  
 10 under "FRA Actions", customarily now, item 4, and look  
 11 at 4.1, and the minute notes:  
 12 "BM raised concern that there were a large number of  
 13 actions outstanding that are over 12 months. At the  
 14 next meeting each of the teams with outstanding actions  
 15 will need to explain their action plan to clear these  
 16 down."  
 17 What had happened in the year between January 2016,  
 18 with the adoption of the improved procedure which we saw  
 19 in your diary, and January 2017 that meant that there  
 20 were still outstanding FRA items from before  
 21 January 2016 that had still not been completed?  
 22 A. Sorry, was this — are these minutes the minutes of the  
 23 following meeting from the report that we've just looked  
 24 at previously?  
 25 Q. No.

94

1 A. Sorry, I've lost it —  
 2 Q. They're the next meeting on.  
 3 A. Yes. So the previous meeting was ...?  
 4 Q. The previous meeting was in September 2016.  
 5 A. And this is January?  
 6 Q. This is January 2017.  
 7 A. So if there were no actions outstanding over six months  
 8 in my team at the previous quarter, there couldn't have  
 9 been any over 12 months at the following meeting. So  
 10 I'm assuming that none of those actions over 12 months  
 11 are with my team, unless there has been some change in  
 12 the data.  
 13 Q. Well, my question is a different one. Can I just  
 14 perhaps have an answer to it: what had happened between  
 15 January 2016 and the adoption of the improved procedure  
 16 and January 2017 that meant that there were still  
 17 outstanding FRA items from before January 2016?  
 18 A. But it sounds like the improved procedure had brought  
 19 the figures down to no items over six months old, and  
 20 then three months later there couldn't be any over  
 21 12 months old, so I'm assuming that this minute doesn't  
 22 relate to my service.  
 23 Q. Well, let's look at the statistics for this meeting at  
 24 {TMO10015963}. These are the stats compiled for this  
 25 meeting to which Ms Matthews is speaking, one assumes.

95

1 It's paper 4, dated 12 January 2017, and we can see that  
 2 under A&R contract management, you've got 95 outstanding  
 3 out of 755, and 12 out of 62 for project.  
 4 If we go to the age profile on page 2 now  
 5 {TMO10015963/2}, you can see you have still got two over  
 6 12 months for contract management and 11 for project  
 7 management.  
 8 A. So I think the two over 12 months will be the same as  
 9 the two over 12 months at the previous meeting.  
 10 Q. Yes.  
 11 A. So, as I said, none of the actions that were mentioned  
 12 in Barbara's minute relate to the assets — to the  
 13 contract management team. It looks as if there is some  
 14 movement there between the 4 to 6 months to over  
 15 6 months old from — so that 46 actions in 7 to  
 16 12 months has moved, and I think that is the issue that  
 17 I was flagging up in relation to — this is the period  
 18 where an outgoing contractor has swapped over to a new  
 19 contractor, and I think there was some communications  
 20 issues at this stage in terms of actions being  
 21 progressed. New actions would be — new issues would be  
 22 identified by new contractors. But my understanding is  
 23 that there was a bit of a lag in terms of the reporting  
 24 at this time with the new mobilised Allied Protection  
 25 contract.

96

1 Q. In relation to the two over 12 months old that we see  
 2 there, are these the same actions that remained  
 3 unresolved, or was it a new pair of 12-month —  
 4 A. It couldn't have been a new pair, because you would have  
 5 seen it as it was coming between — in the timeline. So  
 6 it must be the same actions, and I'm assuming it's the  
 7 actions relating to the sprinkler systems that  
 8 I referred to.  
 9 Q. There are now 46 actions that have come in at six months  
 10 plus.  
 11 A. Yes, and I think that was an issue related to the  
 12 mobilisation of the new contract and some turbulence in  
 13 the communication of those actions.  
 14 Q. Were you not concerned when you saw these figures?  
 15 A. Yes, I'd spoke — that's why — so I spoke to the  
 16 contracts manager and got an understanding of what the  
 17 issues were, and my recollection is that this was about  
 18 an under-reporting, an under-communication issue from  
 19 the newly mobilised contract with Allied Protection.  
 20 Q. Did you actually provide an action plan as  
 21 Barbara Matthews had asked?  
 22 A. Barbara Matthews' minute was about actions over  
 23 12 months, and none of those actions related to me other  
 24 than the two that we'd discussed, which we agreed  
 25 an alternative solution to.

97

1 Q. Did you provide an action plan in relation to those two?  
 2 A. Yes. Well, an action plan would be overstating it. We  
 3 came to an agreement about how we would effectively  
 4 service and communicate the servicing of those  
 5 sprinklers, but not carry out weekly inspections. That  
 6 was agreed with the fire risk assessor.  
 7 Q. If we go back to the minute, though, I think you may  
 8 have perhaps misread what the minute says. She is  
 9 expressing concern that there were a large number of  
 10 actions over 12 months:  
 11 "At the next meeting each of the teams with  
 12 outstanding actions will need to explain their action  
 13 plan to clear these down."  
 14 Was your understanding that the action plan should  
 15 only relate to outstanding actions over 12 months or all  
 16 outstanding actions?  
 17 A. I read that minute now as saying over 12 months.  
 18 However —  
 19 Q. Yes, what was your understanding at the time?  
 20 A. I don't remember.  
 21 Q. Right.  
 22 A. But I did expect that at each health and safety  
 23 corporate meeting there would be a discussion about  
 24 progress of fire risk assessments. It was very much on  
 25 the agenda and it was very much a high priority for the

98

1 organisation.  
 2 Q. Now, just going back, if we can, to the statistics that  
 3 we saw, the intervening document, {TMO10015963/1}, we  
 4 can see there that A&R project management had 12  
 5 outstanding actions of a total of 78 allocated. If we  
 6 go to page 2 {TMO10015963/2} we can see, in relation to  
 7 those, 11 of the 12 had been outstanding for more than  
 8 12 months.  
 9 Now, if we go then to the statistics for the next  
 10 meeting, which is 16 March 2017, that's at  
 11 {TMO10016217}, we can see how that's developed. The  
 12 second item down there, "A&R Project Management &  
 13 Technical Systems Team", do you see, has essentially  
 14 cleared all of the outstanding items? If you look at  
 15 the second item down, there are none outstanding. The  
 16 12 in brackets figure relates to the 12 January figures,  
 17 and you can see that from the tiny little footnote at  
 18 the bottom left-hand corner. Yes?  
 19 A. Mm—hm.  
 20 Q. So it had been successful in clearing all outstanding  
 21 FRA actions.  
 22 Would you agree that your department had outstanding  
 23 actions when Barbara Matthews ordered the teams that  
 24 actions needed to be resolved or an explanation  
 25 provided? In other words, once she had put the whip on,

99

1 things moved?  
 2 A. It was a corporate priority. It wasn't the case of  
 3 responding to Barbara. I think Barbara was right to be  
 4 raising concerns and keeping the pressure on the teams,  
 5 we all shared that as a corporate priority, and a lot of  
 6 action had gone into ensuring these things were  
 7 delivered. I mean, the action — the 12 actions on the  
 8 project management team there would be — they'd been  
 9 there a long time, and the reason they had been there  
 10 a long time is those capital programmes tend to have  
 11 a long lead—in time and long procurement, so that had  
 12 obviously run its course and been completed.  
 13 Q. I see.  
 14 A. But the piece around the contract management piece,  
 15 which was a much larger issue and a challenge to  
 16 actually make sure that we were collecting and managing  
 17 data effectively, having the right contractors in place  
 18 to manage all of those assets of all properties, not  
 19 just the properties that came out of the fire risk  
 20 assessments, and that was a much larger challenge and it  
 21 did take some time to get into a stronger position on  
 22 that.  
 23 Q. Now, if we go down to page 2 in this document  
 24 {TMO10016217/2}, you will see the age profile for  
 25 project management and technical systems. You've now

100

1 got none outstanding, as we've seen, but those that had  
 2 been cleared off included the 11 from 12 months plus.  
 3 Do you remember what those long-standing unresolved  
 4 actions were?  
 5 A. Not specifically, but they'd be detailed in the reports  
 6 that Janice reported to the head of —  
 7 Q. Do you know how those were cleared?  
 8 A. I don't.  
 9 Q. Do you know why they had not been cleared before  
 10 Barbara Matthews issued her imperative?  
 11 A. They would have been — as I described, they'd have been  
 12 part of a capital contract that would have taken a long  
 13 lead—in to procure. Once that work was completed,  
 14 confirmation would be then communicated from the capital  
 15 programme team back to Janice's team, who would then  
 16 close off the actions.  
 17 Q. Right. Do you know that or is that just your surmise?  
 18 A. That's how the process worked.  
 19 Q. Right. You don't know specifically what any of these 11  
 20 was?  
 21 A. Not off the top of my head. The details would be in the  
 22 specific reports that are communicated to the head of  
 23 capital projects.  
 24 Q. Did you look at those yourself to ask yourself the  
 25 question: I wonder what those 11 were and why they

101

1 weren't cleared off until —  
 2 A. I would have done at the time, yeah.  
 3 Q. And what was the answer?  
 4 A. I can't remember.  
 5 Q. Right.  
 6 Can we look then at the actions outstanding at  
 7 June 2017. At the moment we're now in March, but let's  
 8 look forward to June 2017, {TMO10017116}, please. These  
 9 are the actions outstanding at 7 June, a week before the  
 10 fire at Grenfell Tower.  
 11 We can see now on that page that there are, for A&R  
 12 contract management, 73 outstanding of a total allocated  
 13 of 931. So that's gone up from 65 in March 2017.  
 14 But if we look at the age profile on page 2  
 15 {TMO10017116/2}, we can see that for contract management  
 16 you've now got 12 in there for 12 months plus and 17 in  
 17 there for six months plus.  
 18 How come?  
 19 A. I think this — so what I was — I think the issue here  
 20 was around the mobilisation of the Allied Protection  
 21 contract which started towards the end of the previous  
 22 year, but it was mobilising in this initial period. The  
 23 initial stage of that was about getting — was focused  
 24 on ensuring that — double checking that the asset  
 25 register was correct and that we had all of the assets

102

1 that needed to be serviced identified, and there were  
 2 some issues in getting information back from  
 3 Allied Protection to populate the database and to close  
 4 off these actions. So I think a lot of these actions  
 5 had actually been complete but hadn't been recorded as  
 6 complete by the contractor.  
 7 Q. Did you explain that in a document anywhere at the time  
 8 to Barbara Matthews or anybody else?  
 9 A. No, I spent time with the contracts management team at  
 10 the time looking at understanding the detail of this,  
 11 and I understood that narrative and understood what was  
 12 happening, and I understood there was action being taken  
 13 to make sure that these actions were being communicated  
 14 and closed out.  
 15 Q. So do I understand your evidence to be that in fact  
 16 these outstanding items should have been on the earlier  
 17 documents that we saw from January or March but just  
 18 didn't make it on to those summary documents because of  
 19 backlogs in data processing?  
 20 A. No, I'm saying that some of the actions that were  
 21 taken — had taken place in the first half of that year,  
 22 in the first six months of the contract, hadn't been  
 23 closed out effectively.  
 24 Q. Right. So there is a lag there?  
 25 A. Yes, so there's a lag, and I think this lag was at

103

1 a period where Chubb, the interim contractor, was — had  
 2 demobilised and there was a new contractor mobilising,  
 3 so there was a crossover between the two contractors,  
 4 and there was also an issue about communication of those  
 5 actions.  
 6 Q. Right.  
 7 Would you accept that Barbara Matthews, as we've  
 8 seen, had repeatedly asked you and others for some time  
 9 that the backlog of FRA actions needed to be addressed  
 10 and completed as a priority?  
 11 A. Yes.  
 12 Q. And yet at mid-June 2017, your department still had  
 13 a significant number of outstanding FRA actions?  
 14 A. In the figures that were being produced, yes, but  
 15 I think those figures weren't accurate at that time.  
 16 Q. Did Barbara Matthews ask you for an explanation?  
 17 A. It would have been discussed at this meeting.  
 18 Q. And what did you tell her?  
 19 A. I would have reported what I've said.  
 20 Q. We can see from this document, as we could from the  
 21 January and the March versions of the document in the  
 22 format which has now become familiar to us, that  
 23 although you're getting age profiles, you're not  
 24 getting, even now, the risk colour-coding or the precise  
 25 figures for how long these have been outstanding, are

104

1 you?  
 2 A. No.  
 3 Q. That you have been after. Why is that?  
 4 A. I don't know.  
 5 Q. So in fact from February of 2013 through to June 2017,  
 6 a four-and-a-bit-year period, you didn't in fact get the  
 7 high-level summary, in either risk profile terms or  
 8 period outstanding terms, which would enable you to have  
 9 a dashboard so that you could tell, of the outstanding  
 10 actions, not only how long they had been outstanding  
 11 for, but also how risky they were?  
 12 A. This was the information that was provided. There was  
 13 a report that had the granular detail in, so it was  
 14 possible to extract that information at that stage, but  
 15 it wasn't reported at high level, at this level.  
 16 Q. I think the answer to my question is: yes, you didn't  
 17 get that high-level summary ever?  
 18 A. I don't believe I did.  
 19 Q. No.  
 20 How did you allow yourself not to get that which you  
 21 had repeatedly asked for, for years?  
 22 A. I got the information through a different route. So  
 23 by — instead of getting the information at this level,  
 24 which I felt would be useful, I recognised the  
 25 information was there in the granular level in my team,

105

1 and that's where I would go and have those discussions.  
 2 Q. Now, we have been through a long history of this over  
 3 the last almost day, Mr Maddison, and I don't apologise  
 4 for taking you through it slowly, I hope slowly enough.  
 5 During the period that you attended operational  
 6 health and safety meetings and the health and safety  
 7 committee meetings of the TMO, do you agree that there  
 8 was continual and frequent discussion about the  
 9 importance of clearing FRA actions?  
 10 A. Yes.  
 11 Q. Do you agree that those discussions were already taking  
 12 place when you joined the TMO in January 2013?  
 13 A. Yes.  
 14 Q. And that they were still taking place in the days before  
 15 the fire?  
 16 A. Yes.  
 17 Q. Do you agree that the reality was that the assets and  
 18 regeneration department never fully got to grips with  
 19 completing FRA actions?  
 20 A. I don't agree with that. I think that there had been  
 21 significant — there has been a significant journey here  
 22 of progress from where we were at the outset and we had  
 23 put in place an infrastructure which would allow us  
 24 to — that had reduced the number of actions  
 25 significantly, the number of outstanding actions

106

1 significantly, and the age profile significantly. It  
 2 had been brought into — within — everything within  
 3 six months at the turn of the year, and there had been  
 4 some delays in communicating information between the  
 5 contractor and this reporting in the six months before  
 6 this report. So I think there had been significant  
 7 action and we were in control of that at that time.  
 8 Q. Do you agree that you never in fact got ahead of the  
 9 completing of the FRA actions but were always playing  
 10 catch-up?  
 11 A. It had been a significant journey and I think we were in  
 12 a strong position at this stage.  
 13 Q. You might have been getting better, one might say, but  
 14 you never actually got ahead, but were always playing  
 15 catch-up?  
 16 A. I don't — I think there was — we were certainly  
 17 determined to improve things and there were always areas  
 18 we wanted to improve and thought we could improve. We  
 19 did carry out benchmarking across other parts of the  
 20 sector to try and establish where we were and actually  
 21 felt — understood that we were in a stronger position  
 22 than many, and we took it very seriously. It was  
 23 something that we put a lot of effort and a lot of  
 24 energy into, and we were aware of what else was  
 25 happening in the sector and trying to understand how we

107

1 could learn and make things better, and that was really  
 2 where a lot of our focus was.  
 3 Q. Did the TMO health and safety team, those in charge of  
 4 it, actually ever ask you the question: why has your  
 5 team failed to complete FRA actions and why are you  
 6 still playing catch-up?  
 7 A. There was an ongoing dialogue — I mean, the process of  
 8 fire risk assessment and actions and inspection is  
 9 an ongoing process, it's an endless process. It  
 10 won't — it has — by its very nature, it has to be. So  
 11 it will always be a case of there will be times when  
 12 there will be ebbs and flows of — in that process, and  
 13 I think that the progress we'd made, taking  
 14 a significant number of outstanding actions down to  
 15 a much, much smaller number, and reducing the number  
 16 of — and increasing the turnover of those was  
 17 a significant piece of work.  
 18 Q. But in fact, the backlog of outstanding FRA actions was  
 19 never actually cleared before the date of the fire, was  
 20 it?  
 21 A. I don't think that the number of actions outstanding  
 22 will ever go down to zero. There will always be  
 23 something to be actioned in that programme.  
 24 Q. I'm talking about the backlog. The backlog was never  
 25 actually defeated.

108

1 A. I think it was in control at this time.  
 2 Q. Right.  
 3 I'm going to change to a slightly different topic  
 4 now, which is risk levels, and that then moves into  
 5 self-closing devices, they link.  
 6 Can I go back, please, to the TMO's fire safety  
 7 strategy. We looked at it yesterday. It's at  
 8 {TMO00830598}. Let's just look at page 1 again, just to  
 9 re-familiarise yourself with the document.  
 10 I think you said yesterday that you weren't familiar  
 11 with it; is that correct?  
 12 A. Yes.  
 13 Q. If we go to page 15 {TMO00830598/15} again, we went  
 14 there yesterday, but just again to fix it in time, it's  
 15 dated November 2013 under the hand of Janice Wray.  
 16 Can we look now inside it at section 14 on page 9  
 17 {TMO00830598/9}, and look at paragraph 14.1.3. Again,  
 18 we looked at this yesterday:  
 19 "At the LFB's request, in advance of starting the  
 20 assessments, the successful consultant was introduced to  
 21 the LFB's Fire Safety Team ..."  
 22 You can see in the second bullet point there is the  
 23 traffic light system, and then the third bullet point:  
 24 "Actions would be progressed in order of risk — with  
 25 priority being given to those with a Red or Amber

109

1 rating."  
 2 Then if we go to page 10 {TMO00830598/10}, we can  
 3 see under 14.4.2 it says:  
 4 "Where a high priority action cannot be progressed  
 5 with the appropriate degree of urgency such as where  
 6 significant resources and/or lengthy procurement are  
 7 required then interim measures to reduce the fire safety  
 8 risk in the short-term will be implemented.  
 9 Specifically, these interim measures will be contingency  
 10 plans instigated when fire protection measures are out  
 11 of use, their repair is delayed etc."  
 12 Now, I think you said yesterday that you weren't  
 13 familiar with this document; do we take it from that  
 14 that you never actually read it?  
 15 A. I think I would have — I'd have — when I say I wasn't  
 16 familiar, I hadn't — you know, I couldn't quote it  
 17 verbatim, but I'm sure it had been presented at the  
 18 committee.  
 19 Q. I see. It was produced in the year you joined.  
 20 Were you told that the TMO should put in place  
 21 interim measures where the priority was assessed as red  
 22 or high but not for other risk ratings?  
 23 A. I wasn't, no.  
 24 Q. Were you told that interim measures would be adopted  
 25 where significant resources or lengthy procurement was

110

1 required?  
 2 A. Not specifically, I don't remember.  
 3 Q. Right. Not specifically; at all?  
 4 A. I don't remember.  
 5 Q. Do you remember any case where interim measures were put  
 6 in place in accordance with this part of the policy that  
 7 I've just read out to you?  
 8 A. I don't recall. I would assume that the — any  
 9 conversation along these lines would be between Janice  
 10 and the teams responsible for any actions, so if there  
 11 was an action that was a high priority that couldn't be  
 12 actioned, there would be a dialogue there about any  
 13 appropriate remedial activities that — or interim  
 14 activities that may be required.  
 15 Q. You say you had assumed there would be a conversation  
 16 between Janice and the teams responsible; does that mean  
 17 you wouldn't be party to those conversations?  
 18 A. Generally I would assume not. So the actions would go  
 19 from the health and safety team to, say, the contracts  
 20 management team or the capital programme team, and they  
 21 would consider those actions. If those actions weren't  
 22 able to be completed, there would be a communication  
 23 back, or it would be a discussion between the two  
 24 parties about any actions that may be required in the  
 25 meantime.

111

1 Q. But if the high-risk FRA action was to do with A&R  
 2 contracts management, why would you be left out of the  
 3 loop in any communication between Janice Wray and the  
 4 contract team members?  
 5 A. Because they were dealing with the operational issue,  
 6 and they may bring me in if there was an issue that  
 7 needed my involvement or needed to be resolved, but  
 8 I would assume that most issues would be able to be  
 9 resolved at that operational level.  
 10 Q. Now, we went through this a little bit yesterday, but  
 11 does that mean that you would only ever get involved or  
 12 have any oversight where there was something that  
 13 required your input?  
 14 A. Yes.  
 15 Q. So you had no ongoing monitoring of what was coming from  
 16 Janice Wray to the contract teams?  
 17 A. Not in the detail, no.  
 18 Q. Right.  
 19 Going back to my point, do you not recall any  
 20 specific instance of where an interim measure was  
 21 required in respect of any particular high-risk FRA  
 22 action that was outstanding?  
 23 A. I don't recall any specifics.  
 24 MR MILLETT: Right.  
 25 Now, let's look at a chain of email correspondence

112

1 at {TMO00869184}.

2 Mr Chairman, I've had both a note and a mumble

3 behind me that this is an appropriate moment to break,

4 because this is quite a long chain. It is.

5 SIR MARTIN MOORE—BICK: You should always listen to your

6 juniors.

7 MR MILLETT: Well, I was going to say. I was hoping to gain

8 an extra five minutes, but maybe the answer to this is

9 to break now and come back at 1.55, if not inconvenient

10 to everybody else.

11 SIR MARTIN MOORE—BICK: Well, I think we can indulge you to

12 that extent, Mr Millett.

13 MR MILLETT: I'm grateful.

14 SIR MARTIN MOORE—BICK: Mr Maddison, for practical reasons

15 we're going to stop slightly early now for the lunch

16 hour, and we'll resume at 1.55.

17 Please remember not to talk to anyone about your

18 evidence over the break.

19 THE WITNESS: Thank you.

20 SIR MARTIN MOORE—BICK: Thank you very much.

21 (Pause)

22 Right, Mr Millett, 1.55, please.

23 MR MILLETT: I'm grateful.

24 SIR MARTIN MOORE—BICK: Thank you.

25 (12.56 pm)

113

1 (The short adjournment)

2 (1.55 pm)

3 SIR MARTIN MOORE—BICK: Right, Mr Maddison, are you ready to

4 carry on?

5 THE WITNESS: Yes.

6 SIR MARTIN MOORE—BICK: Thank you very much.

7 Yes, Mr Millett.

8 MR MILLETT: Mr Chairman, thank you.

9 Mr Maddison, I'd like, before I go back to the flow

10 we were in before the lunch break, just to explore one

11 thing with you that we're not quite clear about.

12 Can I ask you to look, please, at Mr Bosman's

13 witness statement to the Inquiry, {TMO00880562}. I'll

14 show you the first page of that. There it is.

15 If we go to page 3 {TMO00880562/3}, please,

16 paragraph 12, he says:

17 "I have been asked to set out a summary of my

18 role(s) and responsibilities while working for TMO up to

19 the date of the Grenfell Tower fire on 14 June 2017. As

20 Head of Contracts Management, I was responsible for the

21 development and implementation of strategic vision to

22 deliver service contracts, compliancy, responsive

23 repairs and M&E capital works to the 10,000 homes

24 managed by the TMO across the Borough."

25 In respect of responsive repairs particularly that

114

1 he refers to there, who was Mr Bosman's line manager?

2 A. Well, I was Alex's line manager. In respect of

3 responsive repairs, he was responsible for responsive

4 repairs to mechanical and electrical contracts that he

5 managed, so that was the gas, electrical, and so the M&E

6 piece.

7 Q. Right. So when he refers there to responsive repairs,

8 it looks as if he's referring to responsive repairs

9 across the piece unqualified. Do you say that's wrong?

10 A. That's wrong, in the sense of — so at the outset

11 of Alex's employment, he had a client role within — for

12 the internal client, for the internal Repairs Direct

13 contractor, and there was a team, but that team

14 transferred into Repairs Direct and reported in to

15 Graham Webb, who reported in to the executive team.

16 Q. Right.

17 Who was responsible, if not Alex Bosman, for

18 responsive repairs that were not M&E connected?

19 A. Graham Webb.

20 Q. Now, Graham Webb, as I understand it, joined the TMO —

21 is this right? — in 2015.

22 A. I don't know the date he had joined.

23 Q. He wasn't there when you started, was he?

24 A. No.

25 Q. So who was responsible for non—M&E responsive repairs

115

1 from 2013?

2 A. There were two people, Paul Gevaux and Andy — I can't

3 remember his name. So they were the heads of

4 Repairs Direct at that time.

5 Q. Wasn't Paul Gevaux part of Repairs Direct?

6 A. Yes. So he was the managing director of Repairs Direct

7 or interim acting managing director.

8 Q. Sorry, forgive me, but help me with this: who at the TMO

9 was responsible for non—M&E responsive repairs?

10 A. The managing director of Repairs Direct, who would

11 report in to the executive team.

12 Q. I see. So you're saying that Alex Bosman's responsive

13 repairs role related only to M&E and not to non—M&E, and

14 the non—M&E was Repairs Direct themselves?

15 A. So there was a period when Alex Bosman in his role had

16 a client role for Repairs Direct, but it wasn't

17 a managerial role, it was very much about the client

18 scrutiny, but that team transferred in to Repairs Direct

19 and all reported in to Graham Webb, when Graham was

20 there, or probably before when Paul Gevaux was in post.

21 Q. Right. So Repairs Direct was essentially the TMO

22 body — is this right? — the internal TMO body

23 responsible for responsive repairs that are not or were

24 not M&E related?

25 A. Yes.

116

1 Q. Is that how it worked?  
 2 A. Yes.  
 3 Q. I follow.  
 4 Pursuing that a bit further, let's look at  
 5 a document, {TMO10009447}. I would like to show you the  
 6 first page of that, first of all. This is a minute of  
 7 the operational health and safety meeting held on  
 8 12 May 2015. We can see that you were present, as was  
 9 Alex Bosman.  
 10 If you look, please, at page 5 {TMO10009447/5}, I'd  
 11 like to show you paragraph 5.3. This is under  
 12 "FRA Stats — 8th May", and under 5.3 it says:  
 13 "JW to send PM [that's Janice Wray to send you]  
 14 a schedule of the Responsive actions and PM to pick up  
 15 with Paul Gevaux."  
 16 That's the same Paul Gevaux that you referred to,  
 17 isn't it, a moment ago?  
 18 A. Yes.  
 19 Q. He is of Repairs Direct, wasn't he?  
 20 A. Yes.  
 21 Q. Yes. So can you tell us why that particular question,  
 22 schedule of responsive actions to be picked up between  
 23 you and Paul Gevaux, was your responsibility?  
 24 A. I can't remember at that time, but, I mean, I suppose in  
 25 some cases there would be a discussion to be had about

117

1 which team was responsible, and so maybe it was around  
 2 something like that.  
 3 Q. Right.  
 4 Did you become responsible for the non—M&E  
 5 Repairs Direct governed responsive repairs?  
 6 A. No.  
 7 Q. So can you explain why you are getting involved in  
 8 picking up a schedule of responsive actions with  
 9 Paul Gevaux of Repairs Direct?  
 10 A. I'm assuming that there may have been some issue where  
 11 there was a judgement as to which team was going to deal  
 12 with some of these issues, so maybe it was something  
 13 like that. I don't recall the conversation. But at  
 14 a point my team — Alex Bosman had a client role, but it  
 15 wasn't a managerial role over Repairs Direct.  
 16 Paul Gevaux was an interim and then when — and I think  
 17 at the time when Paul was there, that's when the client  
 18 role went into — the client team, rather, went into  
 19 Repairs Direct as a whole and reported in to  
 20 Sacha Jevans and Barbara Matthews.  
 21 Q. Right.  
 22 Did you discuss the schedule of responsive repairs  
 23 with Paul Gevaux?  
 24 A. I can't remember what that discussion was about.  
 25 Q. Did you discuss overdue repairs with him at all, or

118

1 anybody else from Repairs Direct?  
 2 A. I can't remember what the discussion was about.  
 3 Q. Right.  
 4 Well, let me just see if I can prompt your memory.  
 5 Can we go, please, to your diary from 2015,  
 6 {TMO00879776/38}. If you go to the second page on that,  
 7 you can see that this is May 2015. If you go to the top  
 8 right—hand corner, do you see, you see there's some  
 9 writing up there.  
 10 First of all, can you confirm that these are notes  
 11 that you made of the operational meeting on Monday  
 12 18 May?  
 13 A. I don't know what they relate to, but it may be those.  
 14 Q. Right.  
 15 At the very top you can see the name Paul Gevaux; is  
 16 that right?  
 17 A. Yes.  
 18 Q. Yes, and then there is a little arrow which points up,  
 19 and it says — and again, correct me if I'm misreading  
 20 your handwriting — "Overdue responsive repairs FRAs";  
 21 is that right?  
 22 A. Yes.  
 23 Q. Then something underneath it, "FRA" — is it "voids" or  
 24 "volumes"?  
 25 A. Works.

119

1 Q. "... works — costs/process."  
 2 Does this prompt your recollection about having  
 3 a discussion with Paul Gevaux in May 2015 about overdue  
 4 responsive repairs for the purposes of FRAs?  
 5 A. It doesn't prompt my memory, no, but it looks like the  
 6 primary reason for the meeting was to talk about fire —  
 7 FRA works, the costs of those works and the process. So  
 8 maybe there was an issue about moving budgets from one  
 9 place to another or how we would — I can't remember  
 10 exactly what the issue was at that time.  
 11 Q. You can't help, right.  
 12 It looks from the document, though, that you at  
 13 least at this stage got involved with Paul Gevaux on the  
 14 subject of overdue responsive repairs for the purposes  
 15 of FRAs; is that a fair way of reading the document?  
 16 A. It looks like I had a conversation with him about that,  
 17 yes.  
 18 Q. You can't recall it?  
 19 A. No.  
 20 Q. Let's then go back to where we had left off before the  
 21 lunch break.  
 22 Can we go to {TMO00869184/6}. This is a chain of  
 23 email correspondence in October 2015. This is an email  
 24 from Janice Wray to Rebecca Burton of the LFB on  
 25 22 October 2015 in respect of further potential

120

1 deficiency notices for fire-rated flat front doors which  
 2 were missing self-closers. I'm summarising the topic.  
 3 Just before I show you the chain, just to remind you  
 4 of the chronology, do you remember that a deficiency  
 5 notice had been issued by the LFB in respect of  
 6 Adair Tower on 12 October 2015, only 19 days before  
 7 a fire there on 31 October 2015?  
 8 A. I don't think I was aware of that.  
 9 Q. Right.  
 10 Let's go to page 3 {TMO00869184/3}, where we see  
 11 Rebecca Burton sending an email to Janice Wray on  
 12 4 November 2015, so after the Adair fire.  
 13 Towards the bottom of page 3 she says:  
 14 "Hi Janice,  
 15 "I have tried to call, but believe you are in  
 16 a meeting. I just wanted to touch base regarding the  
 17 fire at Adair Tower as I have been on leave and am  
 18 currently pulling all the pieces together.  
 19 "I do have some questions that I need to feed into  
 20 my Post Fire Review Report that I'm hoping you can help  
 21 me with. They will also feed into our meeting  
 22 next week."  
 23 Then over the page {TMO00869184/4}, she asks  
 24 a series of questions with bullet points, and in the  
 25 last two bullet points she asks these questions:

121

1 "■ What is the current status regarding FRAs  
 2 undertaken for your estate and reviews undertaken? Do  
 3 you have a rolling programme that is completed by Carl  
 4 on an ongoing basis?  
 5 "■ What Systems are in place to act on significant  
 6 findings identified by the FRAs?"  
 7 Can you see that?  
 8 A. Yes.  
 9 Q. So those are the questions.  
 10 Now, just to show you the email chain itself, the  
 11 top of the email chain, if you go to the bottom of  
 12 page 2 {TMO00869184/2}, you can see that you are copied  
 13 in to the email chain by Janice Wray when sending around  
 14 the list of queries from the LFB. Do you see that?  
 15 A. Yes.  
 16 Q. Primarily sent to Alex Bosman and David Gibson, but  
 17 you're copied in to the chain.  
 18 A. Yes.  
 19 Q. I've read to you the last two bullet points there.  
 20 Do you remember or were you aware that there were  
 21 potentially more deficiency notices in the pipeline in  
 22 part to do with door self-closers at that stage?  
 23 A. I don't think I was.  
 24 Q. Just looking at the two points, if we can go back to  
 25 them, please, on page 4 {TMO00869184/4}, the two final

122

1 bullet points or bullet questions in Rebecca Burton's  
 2 email, the first question is whether the TMO was  
 3 completing an in-house investigation there -- sorry, I'm  
 4 so sorry, that's the pre-penultimate one:  
 5 "Are you completing an in-house investigation?"  
 6 Do you see that?  
 7 A. Yes.  
 8 Q. Just above it. Sorry, I didn't draw that to your  
 9 attention, which I should have done.  
 10 The first question is: do you remember whether  
 11 an in-house investigation was carried out?  
 12 A. I wasn't directly involved in any discussions around  
 13 this. It was handled through the health and safety team  
 14 and the executive team.  
 15 Q. Right. Was any investigation ever discussed within the  
 16 TMO in respect of the Adair Tower fire?  
 17 A. I don't know if it was an investigation. There was  
 18 certainly a lot of communication, a lot of meetings  
 19 happened, but I wasn't directly involved in any of them.  
 20 Q. I see.  
 21 We then see that she asks about the systems in place  
 22 to act on significant findings, that's the last bullet  
 23 point. Was that something that the TMO had been  
 24 struggling to grapple with?  
 25 A. No, I think there was a system in place.

123

1 Q. There was a system in place, yes.  
 2 Let's have a look your response, please, it's at  
 3 page 2 {TMO00869184/2} in this email chain on the same  
 4 day. Your response to Janice Wray, when you got this  
 5 email:  
 6 "Thanks Janice.  
 7 "Can I please have sight of the FRA [actions] before  
 8 it is issued?  
 9 "On the scaffold, we need to remind the brigade that  
 10 they carried out an inspection of the block recently and  
 11 did not pick this up as an issue."  
 12 Why did you think it was necessary to make that  
 13 point there?  
 14 A. The second point?  
 15 Q. Yes.  
 16 A. Because we'd been on site, or some of my team had been  
 17 on site with the Fire Brigade, and they'd seen the  
 18 arrangements that were in place and seemed happy with  
 19 them before, and then subsequent to the fire had raised  
 20 them as an issue. So it was just a case of actually  
 21 understanding whether they've changed their view and why  
 22 it wasn't highlighted at the time that the inspection  
 23 had happened.  
 24 Q. Were you trying to push back against any criticism from  
 25 the LFB?

124



1 A. No, I think I was trying to make sure that there was  
2 a positive relationship between the two parties and that  
3 there was a common understanding, and obviously there  
4 was — it appears that arrangements that had been in  
5 place before the fire were now seen not to be sufficient  
6 or needed addressing, so it was about understanding what  
7 had changed and whether we needed to — it was basically  
8 trying to understand how we dealt with things going  
9 forward, really.

10 Q. By this point, the Adair Tower fire had happened only  
11 a few days before. Did you realise at this point that  
12 the Adair fire was quite a serious fire —

13 A. Yes.

14 Q. — necessitating a partial evacuation of the tower; yes?

15 A. Yes.

16 Q. Did that event prime the TMO to be very keen not only to  
17 hear what the LFB was saying and asking, but to be able  
18 to provide them with the very best information they  
19 could, or you could?

20 A. Yes, there was a lot of focus, as I say, between this —  
21 the health and safety team and the executive to respond  
22 to the issues that were being raised.

23 Q. Well, let's see, in the light of that answer, how this  
24 develops.

25 Can we go to Rebecca Burton's witness statement to

125

1 the Inquiry, {LFB000084098/9}, paragraph 16. She says  
2 there:

3 "I met with Janice Wray on 13 November 2015 and  
4 I raised the concerns that I have outlined above. My  
5 concerns regarding the FRAs treatment of the ventilation  
6 system increased after the fire at Adair Tower on  
7 31 October 2015 given that smoke had compromised both  
8 staircases through internal and external means. At that  
9 meeting, I also made some more general comments about  
10 the Risk Assessor. I was very frank and told her that  
11 I did not think that he was providing a good service to  
12 the KCTMO, as illustrated by the quality of the FRA for  
13 Adair Tower, which was mirrored in the FRA for its  
14 sister tower, Hazlewood Tower, which I had also reviewed  
15 following the Adair Tower Fire. Enforcement Notices  
16 were subsequently issued for Adair and  
17 Hazlewood Towers."

18 Did Janice Wray inform you of her discussion with  
19 the LFB on that day, as set out here in Ms Burton's  
20 statement?

21 A. No.

22 Q. She did not, right.

23 Were you aware generally of the LFB's concerns about  
24 the TMO's fire risk assessor?

25 A. No.

126

1 Q. So Janice Wray never raised this with you?

2 A. No, and Janice wouldn't have done. Her line of  
3 communication was to Barbara Matthews.

4 Q. Now, the same day, 13 November 2015, Alex Bosman emails  
5 Carl Stokes with some FRA queries, and I want to ask you  
6 about that. The email is at {CST00002003}. It's the  
7 second email down on that page, and it's copied to  
8 Janice Wray. Now, you're not copied in on it, so we  
9 will see how we go. The subject is "FRA action  
10 queries":

11 "Hi Carl,

12 "I have been working through completing a number of  
13 FRA actions and have identified a number of queries  
14 please could you review the attached and provide  
15 a response against each action.

16 "I am keen to reduce the number of actions we  
17 receive and ensure that those that are raised are  
18 proportionate to the risk that is present on site at the  
19 time. I understand that you may wish to highlight  
20 concerns in addition to formal FRA actions however it  
21 would be helpful to raise these outside of the FRA  
22 process to ensure the process is manageable and we are  
23 able to focus on and address the key concerns in  
24 a timely manner."

25 Were you aware that Alex Bosman was making such

127

1 requests of Carl Stokes?

2 A. No.

3 Q. Did you —

4 A. Not specifically. I knew there was a dialogue between  
5 Alex and Janice about how we could make the process as  
6 clear and streamlined as possible, but —

7 Q. I see. So do we take it from that that you didn't  
8 direct Alex Bosman to email Mr Stokes in these terms?

9 A. No.

10 Q. Did Mr Bosman discuss the gist of what he was going to  
11 tell Mr Stokes in this email with you before he sent it?

12 A. I don't think so, no.

13 Q. Right.

14 A. I'm not sure I understand what the issues are that he's  
15 referring to specifically.

16 Q. Right.

17 On the face of it, would you accept that this is  
18 your team, Alex Bosman, trying to interfere with the  
19 independent fire risk assessment in order to suit your  
20 own or the TMO's own resources and limitations?

21 A. No, absolutely not.

22 Q. You don't agree with that?

23 A. I think that this is part of the dialogue that  
24 I described this morning where we were trying to make  
25 sure we had a clear, concise, streamlined process that

128

1 got actions identified as quickly as possible and  
 2 closed.  
 3 Q. Yes.  
 4 He says in the second paragraph, as we've seen, that  
 5 he is "keen to reduce the number of actions we receive  
 6 and ensure that they are raised proportionate to the  
 7 risk that is present on site at the time".  
 8 Why was it helpful to raise those outside the FRA  
 9 process?  
 10 (Pause)  
 11 A. I think what he's suggesting is, for example, when  
 12 I described using the Keystone system where you — so  
 13 rather than generating actions for Alex's team to  
 14 provide information regarding compliance and  
 15 certification, giving access to Carl Stokes to review  
 16 that information himself would avoid generating time  
 17 consuming actions that were inefficient. So that's  
 18 an example of the sort of process we were trying to  
 19 review.  
 20 Also, earlier we looked at suggesting that maybe job  
 21 orders could be issued at source rather than going  
 22 through a slightly convoluted process. I think they're  
 23 the sort of things that we were investigating how we  
 24 could do this better.  
 25 Q. Right.

129

1 Did you and Mr Bosman have a discussion on the  
 2 subject of any need to ensure that Mr Stokes' actions  
 3 were proportionate to the risk present on site?  
 4 A. My assumption is that ...  
 5 Q. Well, what's your recollection?  
 6 A. I don't have a recollection.  
 7 Q. Right.  
 8 You see, it looks from this, do you accept, that  
 9 Mr Bosman, at the very least, wanted to double check,  
 10 perhaps is a neutral way of putting it, or challenge,  
 11 perhaps, Mr Stokes' judgement about the risk level  
 12 attributed to actions?  
 13 A. It may be that some of the actions that were allocated  
 14 to Alex's team through the FRA process, in isolation  
 15 Alex might be asking for clarification as to whether  
 16 that's the right priority put on them, whether they be  
 17 too high or too low.  
 18 Q. Did you actually have any discussion along those lines  
 19 with Mr Bosman with a view to reducing the number of  
 20 actions?  
 21 A. As I've described, in terms of trying to streamline  
 22 a process, yes, that was the intention: how do we  
 23 achieve these outcomes in the most timely fashion?  
 24 Q. Right.  
 25 Did you tell Mr Bosman to go to Carl Stokes and ask

130

1 him to have another look at the risk allocations or risk  
 2 levels in some of his actions and see if he could bring  
 3 them down a bit?  
 4 A. No, I didn't, but I would have encouraged Alex to be  
 5 engaging with Janice to ensure that the process was  
 6 working effectively.  
 7 Q. I see.  
 8 Let's look at {TMO00866493/3}, please. We can see  
 9 that there is an email at the foot of the page which  
 10 comes from Sacha Jevans, as you can see, to you on  
 11 19 November, so that's six days only after the email  
 12 we've just been looking at from Alex Bosman to  
 13 Carl Stokes. It says:  
 14 "Dear All  
 15 "Following our review of Carl Stokes's[sic] 'Record  
 16 of Significant Findings and Action Plan' yesterday  
 17 afternoon, I have reflected on what Carl said.  
 18 "I do not think that the recommendation to install  
 19 door closers throughout the building is appropriately  
 20 prioritised (currently 'high') for the following  
 21 reasons ..."  
 22 Then you can see A and B:  
 23 "A. It is not a statutory requirement to install  
 24 self closers retrospectively, therefore should not  
 25 automatically default to 'High' priority.

131

1 "B. I assume that the leasehold flat entrance doors  
 2 are demised to the leaseholder (Daniel — can you please  
 3 confirm?). We do not have any enforcement power to  
 4 install self closers on these doors. The way this is  
 5 currently drafted would [compel] us to carry out work  
 6 that we don't have the power to enforce.  
 7 "I don't have a problem with us setting out to  
 8 install door closers following the learning from the  
 9 fire, and completing the work promptly. However, we  
 10 would be leaving ourselves exposed if we commit to  
 11 completing work that we don't have the power to enforce.  
 12 "I suggest that the priority is reduced to 'Low', or  
 13 'advice' and that we make reference to the fact that we  
 14 can't enforce this in leasehold properties."  
 15 Then at the bottom it says "Peter", and then again  
 16 "Peter".  
 17 Now, as I've shown you, this email appears to have  
 18 been sent from Sacha Jevans' email account, but it's  
 19 signed Peter.  
 20 Can you confirm that you drafted this email?  
 21 A. I think I probably did.  
 22 Q. Yes. Then I think you forwarded it to Sacha Jevans. If  
 23 we go back to page 3, you forwarded it to Sacha Jevans  
 24 the next day, 20 November, copied to Janice Wray.  
 25 A. The email you've got here is from Sacha to me, which

132

1 I don't really understand.  
 2 Q. Well, it's difficult, I know, to understand this email  
 3 chain, but what looks as if has happened is that you  
 4 have drafted the email, it's come back to you or come  
 5 from Sacha Jevans to you, and you have then sent it to  
 6 Sacha Jevans and Janice Wray, copied to  
 7 Barbara Matthews, Robert Black, Alex Bosman and  
 8 Daniel Wood.  
 9 A. But it looks like something that I've drafted, yes.  
 10 Q. At any rate, you accept that.  
 11 Now, going back to page 4 in this email run  
 12 {TMO00866493/4}, you say that you were concerned that  
 13 you, ie the TMO, would leave yourselves exposed.  
 14 What do you mean exposed there, exposed to what?  
 15 A. Sorry, I'm ...  
 16 Q. This is in the penultimate paragraph, in the last  
 17 sentence.  
 18 A. Well, I think that if we are committing to carry out  
 19 works that we don't have the authority to carry out, if  
 20 we're committing to the Fire Brigade to do certain works  
 21 in certain timescales and we don't have the ability to  
 22 deliver that work because we can't get access to the  
 23 building — to the property, rather, because actually  
 24 these doors were leasehold doors, and there had been  
 25 an ongoing issue about leasehold door renewals, so if we

133

1 committed to do something that wasn't in our control,  
 2 that would leave us exposed to criticism. So — because  
 3 in this instance, as I remember it, the leaseholders  
 4 owned the doors, so we had no powers to compel them to  
 5 renew those doors, and there had been a long-standing  
 6 dialogue between the TMO and the council and the  
 7 Fire Brigade in terms of where the enforcement powers  
 8 might be for this.  
 9 Q. So exposed to what exactly, exposed commercially,  
 10 exposed to the risk of criminal prosecution?  
 11 A. I don't — I think that — I hadn't thought in that  
 12 level of detail. Certainly to criticism, if we said we  
 13 would do something and then we couldn't do it.  
 14 Q. When you say that you would be "exposed if we commit to  
 15 completing work we don't have the power to enforce",  
 16 enforce against who?  
 17 A. So the leaseholder owns the door. We don't have the  
 18 power to renew that door, so if we — or to put  
 19 a door-closer on it. So if the leaseholder refuses or  
 20 says, "I've got a door of my own, I'm quite happy with  
 21 it", we don't, as far as I understand, have the power to  
 22 enforce them to renew it or to let us put a door-closer  
 23 on it. So that was a big question in terms of the door  
 24 renewal programme that was run through the — throughout  
 25 the council before I arrived, and there were still some

134

1 issues about how those things could be enforced, and  
 2 I had understood that there was a dialogue going on  
 3 between the TMO and the Fire Brigade about whether —  
 4 how it could be enforced.  
 5 Q. Yes. I mean, why not just ask the leaseholders —  
 6 A. Absolutely.  
 7 Q. — to change their doors, if they needed to, or install  
 8 door-closers and tell them it was for their own  
 9 fire safety?  
 10 A. In some cases people would be delighted with that. In  
 11 other cases, where people had already renewed their  
 12 doors, for example, or didn't want their doors — or  
 13 didn't want a door-closer, then there was a different  
 14 issue about how we would enforce that.  
 15 Q. Right.  
 16 Now, you already said, I think, you said it  
 17 yesterday, that you had no expertise in fire safety.  
 18 A. No.  
 19 Q. When you refer to there being no statutory requirement  
 20 to install self-closing devices retrospectively, where  
 21 did you get that information from?  
 22 A. It was my understanding that — I don't remember, to be  
 23 honest. I can't remember. I stood to be corrected  
 24 there if that was incorrect, but I understood that the  
 25 doors that were initially installed, there was no

135

1 retrospective requirement to go and install  
 2 door-closers. In this instance, in Adair Tower, I seem  
 3 to remember the doors were on — a lot of the doors were  
 4 original doors which had rising butt hinges, so they  
 5 were as designed in that structure, and I wasn't —  
 6 I was under the — my understanding was that there  
 7 wasn't a requirement to go and retrofit door-closers.  
 8 Q. I mean, did you seek any advice from anybody with  
 9 fire safety expertise before setting out what you're  
 10 understanding of the statutory position was?  
 11 A. Well, I think the intention of this was to start  
 12 a dialogue with our fire risk assessor on this point.  
 13 Q. Well, maybe, but, sorry, you're making a statement here  
 14 about it not being a statutory requirement to install  
 15 self-closers retrospectively. My question is: where did  
 16 you get that from, that understanding?  
 17 A. I can't remember.  
 18 Q. Right.  
 19 Now, this email that we are looking at was sent to  
 20 Janice Wray, as I've shown you. Do you remember whether  
 21 Ms Wray responded to tell you that in fact the LFB  
 22 considered that self-closers did need to be fitted to  
 23 all flat entrance doors at that stage?  
 24 A. I don't think I was involved in that conversation going  
 25 forward. I think that there was a conversation within

136

1 the TMO, within the executive team and with Janice, and  
2 probably with other members of the organisation like  
3 Repairs Direct, because there was — they were the  
4 people who were going to be delivering the works.  
5 I don't think I was involved in that discussion.

6 Q. Right.

7 Did Janice Wray tell you that at that stage they had  
8 had concerns, worries if you like, about what  
9 Carl Stokes was advising the TMO in this respect?

10 A. No, I've never had a conversation with Janice along  
11 those lines.

12 Q. Before you sent this email, can we assume from what you  
13 told us yesterday that you did not look at or have any  
14 training on the LGA guide, "Fire safety in purpose-built  
15 blocks of flats" —

16 A. No.

17 Q. — published in May 2012? No? No. No.

18 Can I show you that guide very briefly.  
19 {TMO00842279}, please. I'll have the first page up,  
20 because it's a document which may be familiar to others,  
21 so we know what we're looking at. There it is.

22 If we go, please, to page 50 {TMO00842279/50}, we  
23 can look together, please, at 62.19 which says this:

24 "62.19. It is essential that, irrespective of which  
25 option is chosen, fire-resisting flat entrance doors,

137

1 and doors provided to protect common corridors, lobbies  
2 and stairways, should be fitted with suitable positive  
3 action self-closing devices. The self-closing device  
4 should be capable of closing the door in its frame from  
5 any angle and overcoming the resistance of any latch.  
6 Rising butt hinges used to be acceptable under previous  
7 benchmark guidance, but are no longer considered  
8 suitable devices because they are unreliable in the  
9 effective closure of a door.

10 "62.20. The fitting of suitable self-closing  
11 devices — whether to replace rising butt hinges  
12 (pictured below) or because the doors are not fitted  
13 with self-closing devices — must be undertaken in the  
14 short term as a matter of priority."

15 Now, do you agree, looking at that, that your views  
16 on the priority for fitting the self-closing devices set  
17 out in your email are in direct conflict with the  
18 guidance given here in the LGA guidance?

19 A. I would say that my understanding was incorrect, but  
20 I was flagging that up as an issue to be clarified with  
21 an expert in the field, so the fire risk assessor.

22 SIR MARTIN MOORE-BICK: Well, Mr Millett, I do think we have  
23 to bear in mind the distinction between guidance and  
24 regulatory requirements.

25 MR MILLETT: Yes. That's a point for you, Mr Chairman.

138

1 SIR MARTIN MOORE-BICK: It is, but you're putting it to the  
2 witness that what he — I can't remember exactly how he  
3 expressed himself in the email.

4 MR MILLETT: Statutory requirement.

5 SIR MARTIN MOORE-BICK: Yes. So he was purportedly, at  
6 least, expressing a view about the statutory  
7 requirement.

8 MR MILLETT: Well, let's see.

9 SIR MARTIN MOORE-BICK: Not the requirements on guidance.

10 MR MILLETT: Let's see how this goes.

11 Let's go back to the precise words you used, then,  
12 in light of Mr Chairman's point to me. Can we go back  
13 to the previous email {TMO00866493/4}. When you said at  
14 A:

15 "It is not a statutory requirement to install  
16 self closers retrospectively ..."

17 Were you seeking to draw a distinction between what  
18 the statute required as a matter of legal obligation on  
19 the one hand and the guidance on the other?

20 A. I think I was trying to highlight that there wasn't —  
21 we didn't have statutory powers to enforce this work.  
22 I think that's really where I was coming from, and maybe  
23 I was incorrect in the way that I've put the first  
24 bullet there.

25 Q. Let me try it this way: if you had read what I have just

139

1 read to you about door-closers from the LGA guidance,  
2 would you have written what you have written in A?

3 A. Irrespective of what I had read or my understanding,  
4 I would be looking for an expert view on what we needed  
5 to do to address our obligations, and also to  
6 understand, you know, how we can practically deliver  
7 them.

8 Q. Yes.

9 A. So I wouldn't — my interpretation of what the  
10 requirements are, I would always be looking for  
11 an expert view. In this case, this was being flagged to  
12 the fire risk assessor.

13 Q. Can we leave it like this: your A there reflected  
14 a belief that wasn't, let us say, reflected in the  
15 guidance at the time that I've read to you?

16 A. Erm ... to this point, I mean, the context of this  
17 conversation was that we'd had a fire risk assessment of  
18 this building, the Fire Brigade had visited this  
19 building, and nobody had flagged up the need to install  
20 door-closers. So I was trying to understand how we'd  
21 been through this process where two experts, in my view,  
22 had looked at this and hadn't recommended we install  
23 door-closers. So that was part of this, and this was me  
24 trying to set out the issues that I — as I saw them,  
25 because now we appear to be having a different

140

1 conversation, very shortly after the inspection, where  
 2 we are being required to install door-closers, and I was  
 3 concerned about some of the practicalities of that,  
 4 particularly in terms of whether we could enforce it.  
 5 Q. Yes, that's not quite an answer to my question, but  
 6 I think I understand where you're coming from with that.  
 7 Going back to your email of 19 November 2015 at  
 8 page 3, please, {TMO00866493/3}, you say there that you  
 9 don't think that the recommendation to install  
 10 door-closers throughout the building is appropriately  
 11 prioritised, currently "high".  
 12 You were suggesting, were you not, in that that the  
 13 priority rating in respect of the installation of  
 14 self-closing devices should be reduced from high to  
 15 something lower?  
 16 A. Yes. I mean, high gives a three-week timescale to carry  
 17 out works, which may be quite challenging to deliver if  
 18 we don't have ability to enforce work to leasehold  
 19 properties.  
 20 Q. Yes. So I think the answer to my question is you were  
 21 suggesting that the priority rating for self-closing  
 22 devices should be reduced from high to something lower?  
 23 A. No, I was questioning whether that priority was correct.  
 24 Q. Well, you're saying, "I don't think the recommendation  
 25 is right", aren't you?

141

1 A. But it's not — I'm not the expert here. The expert  
 2 view would be to tell me if that view is appropriate or  
 3 not.  
 4 Q. I follow.  
 5 Now, you'll recall that this debate had come out of  
 6 the Adair fire. Do you remember that the deficiency  
 7 notice that the TMO had received before the Adair fire,  
 8 but only a few days beforehand, had said that the flat  
 9 entrance doors had not been fitted with self-closing  
 10 devices and that was the problem at Adair Tower? Do you  
 11 remember that?  
 12 A. I don't remember that specifically.  
 13 Q. Right.  
 14 What difference did it make to you or your team if  
 15 the priority for self-closing devices on doors were to  
 16 be reduced from high to low or to advice?  
 17 A. My concern wasn't so much about that, it was more about  
 18 having realistic timescales within which works could be  
 19 done. So if I was — if it was my team, or in this case  
 20 it probably wouldn't have been my team, being required  
 21 to install these door-closers, if you can't get access  
 22 to a leasehold property to install them, then you are  
 23 likely to fail. So it was about being realistic about  
 24 the timescale. So it may be that the priority is high,  
 25 but it's about recognising that it may not be possible

142

1 to do that work in the three-week timescale that's been  
 2 delivered — been detailed there.  
 3 Q. You said just a moment ago that you were not making  
 4 a suggestion, you were simply questioning whether the  
 5 priority was correct. I wonder whether that's really  
 6 right, Mr Maddison, because when we look at page 4  
 7 {TMO00866493/4}, the way you end this email or draft  
 8 email, you say:  
 9 "I suggest that the priority is reduced to 'Low', or  
 10 'advice' and that we make reference to the fact that we  
 11 can't enforce this in leasehold properties."  
 12 So you were suggesting, weren't you, a change in the  
 13 priority rating?  
 14 A. I was suggesting that Carl Stokes could take that view  
 15 on board and make a decision about whether that was  
 16 appropriate or not.  
 17 Q. You were challenging the judgement of your fire risk  
 18 assessor on this matter, weren't you?  
 19 A. No, I was questioning. I mean, it was — I think  
 20 it's — I was getting clarification as to how we could  
 21 make sure that this was appropriately prioritised in  
 22 a complex situation. It isn't the case of a simple —  
 23 it isn't a simple situation of: go and do these works,  
 24 it's more complex than that, and that's what I was  
 25 trying to flag up.

143

1 Q. Well, with great respect, it doesn't really read that  
 2 way, does it? Because if you were simply asking and  
 3 trying to understand more, you would have expressed  
 4 yourself differently. You would have said, "Can  
 5 somebody please explain to me why Carl Stokes thinks  
 6 that this is a red item, a high priority item".  
 7 Instead, you're suggesting that the priority is reduced,  
 8 which is why I asked my question. I'll ask it again —  
 9 A. The only person who could reduce that priority would be  
 10 Carl, and he wouldn't do that unless he felt that that  
 11 was appropriate, so it was a suggestion.  
 12 Q. You didn't have any fire risk assessment expertise.  
 13 A. No.  
 14 Q. Whether he did or didn't is a different question.  
 15 Why did you think that you were in any position to  
 16 suggest that the priority is reduced to low or advice?  
 17 A. I think probably when I said the priority, I was talking  
 18 about the timescales for delivering these works, because  
 19 as I've said, I don't have a problem with carrying out  
 20 those works in result of the learning, it's about being  
 21 realistic about the timescales within which they can be  
 22 delivered.  
 23 Q. Well, is that really correct, Mr Maddison, because if we  
 24 go back to the bottom of page 3 and over to the top of  
 25 page 4, you are saying, "I do not think the

144

1 recommendation to install door closers throughout the  
 2 building is appropriately prioritised (currently 'high')  
 3 for the following reasons", and you set out the reasons.  
 4 So it does look very much on the face of it as if  
 5 you are actually challenging the fire risk assessor's  
 6 decision?  
 7 A. No, it's — I think it's — as I read that, it seems  
 8 very clear to me that the issue I'm flagging up is we  
 9 don't have the ability — it's the programme. The  
 10 reason is that I'm assuming that the leasehold flat  
 11 entrance doors are demised to the leaseholder and we do  
 12 not have the powers to enforce. That's my concern here.  
 13 It's about timescales, about delivering the works.  
 14 I don't have a problem with the actual works. It's  
 15 being clear about whether we can deliver them in  
 16 practice. That's the purpose of the email.  
 17 Q. Right.  
 18 A. If I've worded it wrong in this, that's a mistake.  
 19 Q. Why not simply suggest that the TMO go back to  
 20 Carl Stokes and say, "Can you please re—think the  
 21 timescale required for these repairs"?  
 22 A. I think that's what I was trying to say. I think that  
 23 would have been a better way of me wording it.  
 24 Q. Well, it's not a better way of re—wording the same  
 25 thing, I'm bound to suggest to you, it's a completely

145

1 different approach. It's not the same thing as  
 2 re—categorising priorities, it's simply asking for  
 3 an extension of time on existing items.  
 4 A. I'm very clear that the reason I wrote this was that  
 5 I was concerned about the timescales and the abilities  
 6 to enforce.  
 7 Q. Very well.  
 8 It's right, isn't it — and we saw the fire safety  
 9 strategy that Janice Wray had created in November 2013  
 10 earlier today — that if not classed as a red or high  
 11 FRA action, then you wouldn't be required to put  
 12 in interim measures? That's right, isn't it?  
 13 A. I wasn't aware of that specific thing at that time.  
 14 Q. Is the reason why you wanted on the face of it to reduce  
 15 the priority to low or advice the need to avoid having  
 16 to do urgent works or interim repairs?  
 17 A. No, I think that, as it's very clear in this email,  
 18 I don't have a problem with us doing the works, it's  
 19 about ensuring that we don't set ourselves up to fail  
 20 and that we have clear process and ability to carry out  
 21 the works.  
 22 Q. If there were to be a programme of replacements or  
 23 checks and installation of self—closing devices to all  
 24 flat front doors, then that would fall to your team to  
 25 programme and then implement, wouldn't it?

146

1 A. Not necessarily, no. So in this event, Repairs Direct  
 2 took on the responsibility for installing the  
 3 door—closers.  
 4 Q. Right.  
 5 A. There was a — so at this stage Repairs Direct were  
 6 responsible for that.  
 7 Q. If it wasn't within your area of responsibility, then,  
 8 why are you drafting this email at all?  
 9 A. I was trying to be helpful.  
 10 Q. Trying to be helpful? Whose area of responsibility was  
 11 it, then, if not yours?  
 12 A. Erm ... I can't remember what — I can't remember the  
 13 meeting that — I can't remember the meeting that  
 14 preceded the — this email, but I was obviously involved  
 15 in a meeting, but — and had forwarded this thought  
 16 because I was concerned. In a way, my team probably had  
 17 more experience of delivering capital works to leasehold  
 18 properties than Repairs Direct, whose works were  
 19 probably more discretely to the tenanted properties, so  
 20 I was flagging up an issue that I saw that my team had  
 21 previously experienced in relation to this issue in  
 22 enforcing access to leasehold properties and carrying  
 23 out works.  
 24 Q. Let's look at Barbara Matthews' response to your email.  
 25 Can we go up the pages to page 2, over to page 3. At

147

1 the very foot of page 2 she responds to you,  
 2 Sacha Jevans and Robert Black, copied to Alex Bosman,  
 3 Daniel Wood and Janice Wray, "Dear All", and then over  
 4 the top of page 3 {TMO00866493/3} she says this:  
 5 "I agree with Peter's view that this finding should  
 6 be low rather than high as there is no regulation  
 7 requiring the retro fit of self closers and we could not  
 8 enforce this for leaseholders.  
 9 "I have asked Janice to raise this with Carl to  
 10 amend the level of this finding. The action currently  
 11 reads as a recommendation which we should annotate to  
 12 reflect that we will initiate a programme to complete  
 13 the work promptly (with the exception of leaseholders  
 14 where we can only recommend that they be fitted).  
 15 "The Fire Brigade have requested our Significant  
 16 Findings and Action Plan and Janice has agreed with Carl  
 17 that he will review this report later today and remove  
 18 any actions where the work has been completed. Janice  
 19 is chasing up the various teams to ensure we are able to  
 20 complete some actions before we send the updated version  
 21 later today.  
 22 "Regards  
 23 "Barbara."  
 24 Had you had any further discussions with  
 25 Barbara Matthews before this email was sent?

148

1 A. I don't believe so, no.  
 2 Q. If we go up the email chain, you can see that at page 1  
 3 {TMO00866493/1}, Barbara Matthews writes to Robert Black  
 4 and you and Sacha Jevans on 20 November:  
 5 "Dear All  
 6 "Carl has amended the significant findings to amend  
 7 the item on fitting self closers to be a Strong Advice  
 8 item which is not coloured. I think this is a good  
 9 proposal. This has no regulatory requirement or defined  
 10 timescale but is advisory only."  
 11 Do you know whether Mr Stokes undertook  
 12 an independent and expert re-assessment of the risk  
 13 level for door-closers?  
 14 A. I don't know.  
 15 Q. Did Mr Stokes explain to you or, to your knowledge,  
 16 anybody else at the TMO on what basis, according to this  
 17 email, he considered he was able to downgrade the risk  
 18 level from red to non-coloured strong advice only?  
 19 A. I had no conversation with Carl.  
 20 Q. Were you not keen to know yourself that there was  
 21 a reliable and scientific basis for Mr Stokes'  
 22 downgrade?  
 23 A. I wasn't responsible for the management of that FRA, so  
 24 that would be — that was something that was dealt with  
 25 by the health and safety team and Barbara being the

149

1 manager of that team.  
 2 Q. Or was the truth that Mr Stokes agreed to re-rate this  
 3 risk simply because you and others at the TMO asked him  
 4 to do so?  
 5 A. I don't know. I don't know what conversation was had  
 6 with Carl.  
 7 Q. Looking at this email chain, which you got, as I've  
 8 shown you, it looks very much as if Mr Stokes did agree  
 9 to re-rate this risk simply because he was asked to do  
 10 so by the TMO; that's right, is it not?  
 11 A. I don't have — I never had a conversation with him, so  
 12 I can't —  
 13 Q. No, but I'm asking you —  
 14 A. I can't —  
 15 Q. — to accept that on the face of this email?  
 16 A. I recognise your opinion, but I don't — I can't say  
 17 anything more.  
 18 Q. If there was no reliable and scientific basis for the  
 19 downgrade effected by Mr Stokes, how could you be  
 20 confident that you were not compromising fire safety in  
 21 your buildings?  
 22 A. Sorry, could you ask that question again?  
 23 Q. Yes. Unless there was a reliable and scientific basis  
 24 for Mr Stokes' downgrade, how could you be confident  
 25 that you — as in you and the TMO — were not

150

1 compromising fire safety in your buildings?  
 2 A. I'm sure that would be something that Carl Stokes would  
 3 take into consideration, as would Barbara Matthews and  
 4 our head of health and safety.  
 5 Q. But you didn't know what that was?  
 6 A. I wasn't directly involved in this conversation, other  
 7 than giving my opinion about the practicalities of  
 8 installing these works in leasehold properties in a very  
 9 short period of time.  
 10 Q. You see, isn't there a problem here? Let me spell it  
 11 out to you. If you had a fire risk assessor who was  
 12 prepared to do what you asked him in matters of  
 13 judgement of risk, how could you trust his risk  
 14 assessments at all?  
 15 A. That wasn't my experience. I mean, I had a limited  
 16 amount of contact with Carl, but his — I saw a lot of  
 17 work that he produced and it all seemed very sort of  
 18 thoughtful and appropriate, and I had no reason to doubt  
 19 his concern — his — and I'm sure that he would take on  
 20 board concerns. I don't think this is about  
 21 manipulating figures or actions, it's about having  
 22 a conversation about the practicalities of these issues  
 23 and how they're presented.  
 24 SIR MARTIN MOORE-BICK: Mr Maddison, would you accept that  
 25 there's a more practical point here, namely that if

151

1 Mr Stokes thought that door-closers ought to be fitted  
 2 as a matter of safety, it was something that had to be  
 3 considered just to keep your housing stock safe?  
 4 A. Yes, and I'm sure that that's what — I would expect  
 5 that that's what he would do, is put that with the  
 6 appropriate priority. What I didn't understand  
 7 personally from this point of view, and part of the  
 8 reason I was having this conversation, was why these  
 9 doors hadn't been identified to have door-closers  
 10 installed previously by either the fire risk assessment  
 11 process or by the Fire Brigade at their more recent  
 12 inspection. So I was trying to understand that process,  
 13 but it had been agreed that we would carry out these  
 14 works. My concern was really just about the  
 15 practicalities of physically doing the works when we  
 16 didn't necessarily have enforcement abilities.  
 17 SIR MARTIN MOORE-BICK: All right, thank you.  
 18 MR MILLETT: Did Mr Stokes tell you or, to your knowledge,  
 19 anybody else at the TMO that he had initially made  
 20 a mistake in his risk rating for self-closing doors or  
 21 otherwise explain why he was prepared to downgrade the  
 22 risk category for door-closers from red to  
 23 a non-coloured strong advice item?  
 24 A. I had no conversation with Carl. He was managed by  
 25 Janice Wray, and Barbara Matthews managed Janice, so

152

1 that's where the conversation happened.  
 2 Q. Did you not wonder to yourself why Mr Stokes was so  
 3 pliable?  
 4 A. I didn't take a view. I didn't — I'm sure he wasn't  
 5 pliable. I'm sure that he would have given due  
 6 consideration to what was said.  
 7 Q. Can we look again at what you said in your first  
 8 statement, please, at paragraph 113. This is  
 9 {TMO00000892/21}. You say there:  
 10 "As stated above, in relation to the refurbishment  
 11 of Grenfell Tower I deferred all fire safety issues to  
 12 the experts responsible. I had no input to strategies  
 13 or equipment required and can only speak as to the  
 14 contractual side of fire safety installations at the  
 15 Tower and my understanding of what they aimed to  
 16 achieve."  
 17 I appreciate you're dealing with Grenfell there and  
 18 the email we were looking at earlier was more general,  
 19 but is it really right to say that you deferred all  
 20 fire safety issues to the experts responsible in the  
 21 light of the email we've just seen?  
 22 A. Yes, and the email that you've just seen was referred to  
 23 the expert too.  
 24 Q. Well, you weren't deferring to the experts, I'm bound to  
 25 suggest; you were making a suggestion to the experts

153

1 which was in fact taken on.  
 2 A. Making a suggestion or making a query or asking  
 3 a question.  
 4 Q. Now, in due course it's right, do you remember, that an  
 5 enforcement notice was served by the LFB in respect of  
 6 Adair Tower; do you remember that?  
 7 A. I don't think I saw that, but I think — I understood  
 8 that there was an enforcement.  
 9 Q. In light of that answer, let's take this quite quickly  
 10 if we can.  
 11 {TMO00840703}. This is the notice and it's dated  
 12 23 December 2015, you see it there, and it's addressed  
 13 to the TMO company secretary, and it's an enforcement  
 14 notice in respect of Adair Tower, as you can see.  
 15 Do I take it that you didn't see this at the time?  
 16 A. I don't think so.  
 17 Q. What about later, did you see it later?  
 18 A. No, I don't think so.  
 19 Q. Can we go to page 4 {TMO00840703/4}, please. On that  
 20 page you can see a series of articles on the left-hand  
 21 side, and under Article 9(1) and Article 10 you can see  
 22 that the notice identifies insufficiency, under item 2,  
 23 in respect of self-closing flat entry doors; do you see  
 24 that?  
 25 A. Yes.

154

1 Q. And also under Article 10 in the second section of that,  
 2 also the fitting of self-closing devices to flat entry  
 3 doors there.  
 4 Did anybody tell you, even if you didn't see this  
 5 notice, that the absence of self-closers on flat front  
 6 doors at Adair Tower was one of the bases of the  
 7 enforcement notice?  
 8 A. I didn't see this. I wasn't really involved in the  
 9 conversations around the works that emerged as a result  
 10 of the notice. That was done through the executive  
 11 team, the health and safety team and Repairs Direct, as  
 12 far as I understand.  
 13 Q. So this didn't come back to you?  
 14 A. No.  
 15 Q. Right.  
 16 Following receipt of that notice, then, Janice Wray,  
 17 we know, had a meeting with Rebecca Burton on  
 18 5 January 2016. We'll quickly look at the minutes of  
 19 that, {TMO00841891}. There they are. This is one of  
 20 the bi-monthly meetings, 5 January 2016. You can see  
 21 who was present, Claire Williams and Janice Wray, and in  
 22 the bottom of page 1, item 3, "Adair Tower — Enforcement  
 23 Notice". Did you ever see these minutes?  
 24 A. No.  
 25 Q. In particular this section of it? No.

155

1 Can we just look at the third paragraph on page 2  
 2 {TMO00841891/2}. I'll just ask you to see whether this  
 3 triggers a recollection with you:  
 4 "Janice sought clarification on some of the items on  
 5 the Schedule ..."  
 6 Can you see that?  
 7 A. Yes.  
 8 Q. Immediately above that, it also says:  
 9 "Janice asked for confirmation that this Notice  
 10 refers exclusively to this block and that the TMO is not  
 11 required to apply this to the rest of the blocks.  
 12 Rebecca agreed that this does relate directly to  
 13 Adair Tower, however, the LFB could expect that  
 14 standards required in one block are also required in  
 15 other [blocks]."  
 16 Did you know that Janice was asking for that  
 17 confirmation?  
 18 A. No.  
 19 Q. Can we look at item 7 in the minutes on page 3  
 20 {TMO00841891/3}, "Flat entrance doors":  
 21 "Rebecca advised that the LFB requirement is for all  
 22 flat entrance doors to be self-closing. Specifically,  
 23 landlords must ensure that self-closing devices are  
 24 fitted AND also that effective procedures are introduced  
 25 to ensure that these devices remain operational and are

156



1 not disconnected or removed by the resident."  
 2 Now, on the face of it, do you know or do you accept  
 3 that that requirement applied across the whole of the  
 4 TMO housing stock?  
 5 A. There was a conversation that happened at operation —  
 6 sorry, at the strategic health and safety meetings and  
 7 with the council regarding this matter, yes.  
 8 Q. So you understood that requirement and that it applied  
 9 across the whole of the TMO's housing stock?  
 10 A. Yes, and there was a discussion about how that could be  
 11 delivered and maintained.  
 12 Q. Was it your operational responsibility to ensure that  
 13 all flat entrance doors had self-closing devices?  
 14 A. No.  
 15 Q. Were you ever made aware by Janice Wray of this LFB  
 16 requirement?  
 17 A. As I say, it was discussed at —  
 18 Q. I see, that's the discussion, right.  
 19 What did you do as a result of that discussion?  
 20 A. It would be on the record. It was discussed through the  
 21 health and safety — operational health and safety  
 22 meeting and with ... yes, so it was discussed with  
 23 the council and there was a plan put in place to review  
 24 how to address this going forward.  
 25 Q. Do you remember roughly when that discussion was?

157

1 A. I don't, but there would be records of that.  
 2 Q. Right.  
 3 Let's look later into the year, October 2016,  
 4 {TMO00866319/4}, please. This is an email run in  
 5 October 2016. It's an email from Ian Lines to  
 6 Janice Wray on 6 October, subject "Adair fire":  
 7 "Peter advises that following the Adair fire the FB  
 8 want us to install automatic closing devices to doors."  
 9 Just pausing there, I'll come back to the rest of  
 10 this email in a moment, Ian Lines was the head of  
 11 strategic investment at the TMO, I think?  
 12 A. That's right.  
 13 Q. How did his role relate to yours at that time?  
 14 A. So he was the third — head of the third team within my  
 15 division who dealt with the strategic data management,  
 16 so programme planning and stock condition information,  
 17 management of Keystone, et cetera.  
 18 Q. I see. He reported to you, did he?  
 19 A. Yes.  
 20 Q. I see. He goes on:  
 21 "Is there a report available re Adair which might  
 22 help with assessing where to consider upgrading doors  
 23 and closers?  
 24 "If possible I'd like to gain  
 25 an understanding/overview based on existing FRA actions

158

1 and any likely FB enforcement anticipated.  
 2 "It would be good to get to the bottom of what the  
 3 FB intended as their 'recommendation', eg doors in  
 4 communal areas, FEDs, and relevant flat lobbies  
 5 depending on detection systems etc...  
 6 "Peter is aiming to coordinate a report to exec  
 7 which considers the enforcement/legal/technical &  
 8 logistical aspects of the issue.  
 9 "Any help [would] be welcome. Many thanks."  
 10 We can see the response to that the same day at the  
 11 foot of page 2 {TMO00866319/2}. If we go there, please,  
 12 she says:  
 13 "Hi Ian  
 14 "It might be helpful if we meet to discuss but here  
 15 is some of the background to this ..."  
 16 Then she sets out on page 3 {TMO00866319/3}:  
 17 "Have attached a copy of the Enforcement Notice for  
 18 Adair Tower and highlighted the references to the  
 19 requirement for flat entrance doors to be self-closing.  
 20 "Our policy at the time of the Adair fire — which we  
 21 had shared with the LFB — had been that where new flat  
 22 doors are fitted these would be self-closing FD30s with  
 23 intumescent strips and cold smoke seals and be fully  
 24 compliant with Building [Regulations]. In addition, we  
 25 would fit retro-fit self-closers to the flat entrance

159

1 doors of void properties and to doors in locations where  
 2 our fire risk assessor highlighted the need for these to  
 3 be installed. Finally, several years ago we completed  
 4 a programme of flat entrance doorset replaced of approx.  
 5 1200 tenanted properties. (These doors had been  
 6 highlighted as potentially non-compliant by the FRA and  
 7 then surveyed by stock condition surveyors to clarify  
 8 whether they were sufficiently fire-resisting and those  
 9 that were not were included in the programme.)  
 10 "The LFB had audited Adair Tower several weeks prior  
 11 to the fire there and had issued a Deficiency Notice  
 12 which highlighted the need to ensure all flat doors in  
 13 this block were self-closing.  
 14 "I have spoken at length with the LFB's Fire Safety  
 15 Team Leader and her view is that all of our flat  
 16 entrance doors should be self-closing and that with our  
 17 existing policy it would take too long for all of our  
 18 flat doors to comply. (I consulted peers at similar  
 19 organisations and in general they confirmed that their  
 20 policy was to ensure all flat entrance doors were  
 21 self-closing.)  
 22 "Therefore it is likely/possible going forward that  
 23 every time one of our blocks is audited by the LFB they  
 24 will raise this as a requirement and issue a Notice of  
 25 Safety Deficiencies."

160

1 Then she goes on. I'm sorry to read this at length  
 2 to you, but it's important:  
 3 "Unfortunately the LFB interpretation of the  
 4 Regulatory Reform Order goes further than this and they  
 5 are requiring landlords to have procedures in place  
 6 whereby self-closers are inspected and those which are  
 7 faulty or have been disabled or removed are replaced.  
 8 Whilst the LFB state that it is up to the landlord to  
 9 set the frequency and arrangements for the inspection of  
 10 self-closers they have confirmed that waiting for the  
 11 property to become void would not be considered  
 12 sufficient. (They recent audited Lonsdale House where  
 13 the tenants' doorsets were replaced in 2013 as part of  
 14 the programme referred to above and the Inspecting  
 15 Officer has stated that he wants us to ensure all doors  
 16 are self-closing. I pointed out that they had been  
 17 relatively recently replaced with fully compliant door  
 18 sets and that we were unable to control any resident who  
 19 wished to disable their door closer — but he still sees  
 20 this as our responsibility and believes this is the  
 21 correct interpretation of the RRO).  
 22 "It is also worth pointing out that Laura Johnson at  
 23 RBKC is not keen on the idea of a borough-wide programme  
 24 of fitting self-closers to all doors.  
 25 "However, in discussion at the recent [Health and

161

1 Safety] Committee there was a general consensus that we  
 2 needed to [be] more proactive about fitting these and  
 3 the possibility of including this in the cyclical des  
 4 programme (complete in 7 years?) appeared to be the most  
 5 effective way of proceeding (?).  
 6 "Hopefully this gives you most of the background."  
 7 Et cetera.  
 8 Now, I've read that to you at length because it sets  
 9 out a lot of the background.  
 10 Following the email chain through, if we go to  
 11 page 2 {TMO00866319/2}, you can see that on 7 October  
 12 Ian Lines sends this to you:  
 13 "Peter  
 14 "Janice's response below.  
 15 "Compliance vs 'desire for Borough wide door  
 16 programme'.  
 17 "The enforcement notice for Adair is useful reading  
 18 too.  
 19 "Once we've looked at the data, which at first  
 20 glance doesn't appear to be what we need, we might be  
 21 clearer.  
 22 "There might be information from existing FRAs which  
 23 might guide us and I'll pick this up with Janice  
 24 next week."  
 25 Just pausing there, it looks very much from that as

162

1 if at this point you were sent the Adair enforcement  
 2 notice that we saw dated 23 December 2015 I showed you  
 3 earlier.  
 4 A. Yeah, it looks like it was — was I copied in to the  
 5 email above from Janice? Could I just see that?  
 6 Q. Just go with where I am. Do you remember receiving and  
 7 seeing the enforcement notice for Adair at this time?  
 8 A. But that's my question, if I could see if I was copied  
 9 in to the email from Ian Lines to Janice.  
 10 Q. I see.  
 11 A. Janice to Ian Lines, sorry.  
 12 Q. You're not copied in to the email yourself, but when you  
 13 go to page 1 {TMO00866319/1}, you send an email to  
 14 Ian Lines on 11 October:  
 15 "Ian  
 16 "As detailed in Daniel's email (attached),  
 17 the Council are seeking Counsel opinion on this matter."  
 18 Now, this email sits at the top of the string which  
 19 contains the two emails I've just read to you, so can  
 20 I take it that you had seen both the long email I've  
 21 read out at length to you and also Ian Lines' response?  
 22 A. Sorry, my question was whether I was copied in to  
 23 Janice's response to Ian Lines.  
 24 Q. Yes, I understand that. My question to you was: did you  
 25 read the enforcement notice for Adair at this time,

163

1 October?  
 2 A. I'm unclear until I know that I was copied in, I can't  
 3 see.  
 4 Q. Well, let me try it this way, Mr Maddison: when you  
 5 received Mr Lines' email on 7 October, which we know you  
 6 did, partly because it was sent to you, did you ask to  
 7 see the enforcement notice for Adair Tower?  
 8 A. Unless I've responded to him, I don't think I would have  
 9 done.  
 10 Q. Well, he says it's useful reading. Did you read it?  
 11 A. Not that I'm aware.  
 12 Q. Why is that?  
 13 A. I'm not aware that I had copy of it, and so I don't  
 14 remember.  
 15 Q. Was there a problem for you getting hold of a copy of  
 16 it?  
 17 A. I'm not sure that I — well, I'm sure if I'd thought  
 18 that I'd wanted a copy of it. I don't know that  
 19 I needed a copy of it. It wasn't something that I was  
 20 personally dealing with. That was being dealt with by  
 21 the health and safety team and the executive team who  
 22 were dealing with the issues that were arising from that  
 23 and I wasn't part of that conversation.  
 24 Q. Well, all right. You're told by Ian Lines, who reports  
 25 to you, on this issue that the enforcement notice for

164

1 Adair is useful reading. Do I take it from that answer  
 2 you've just given me that you didn't take up his  
 3 invitation?  
 4 A. I don't remember whether I did or not, I don't recall.  
 5 It's not something that I was directly dealing with.  
 6 I can't really — I mean, I'm assuming that Ian Lines  
 7 here was — it would be really useful to see the first  
 8 email you showed me, because I could then understand the  
 9 context of what Ian was doing, because I'm assuming  
 10 that — my assumption here is that, from — is that the  
 11 conversation that was being had here was that we needed  
 12 to incorporate door-closers into our cyclical decs  
 13 programme as part of — so that was part of Ian's role,  
 14 was looking at stock condition information, programming  
 15 works and planning works. So I'm assuming that that's  
 16 what he was doing, he was getting clarification from  
 17 Janice as to the type of works that needed to be  
 18 incorporated into that programme.  
 19 Q. Forgive me, but I can't tell you from this run of  
 20 documents — I can't assure you that it was attached,  
 21 but if you go to the top of page 3 of the email string  
 22 {TMO00866319/3}, you can see that Janice Wray does  
 23 attach the enforcement notice for Adair Tower in her  
 24 email to Ian Lines, and he then emails this on to you.  
 25 So I've assumed, perhaps wrongly, that the attachment to

165

1 Janice Wray's email to Ian Lines would also have  
 2 followed Ian Lines' email to you on 7 October.  
 3 A. But my question is — so what I'm just trying to  
 4 understand is: was I copied in to this email?  
 5 MR MILLETT: Well, I thought I had shown you that. It's at  
 6 page 2 {TMO00866319/2}, yes. It's forwarded to you.  
 7 SIR MARTIN MOORE-BICK: I think what counsel is suggesting  
 8 is it was forwarded to you.  
 9 MR MILLETT: Yes, it was forwarded to you.  
 10 A. This email exchange from Janice was forwarded to me?  
 11 SIR MARTIN MOORE-BICK: Well, we'll have a look, shall we?  
 12 MR MILLETT: Yes, page 2. It's been a long day,  
 13 I appreciate, and we're probably coming up for a break,  
 14 but on page 2 I showed you that Ian Lines sent you —  
 15 A. Okay.  
 16 Q. — the email that he had received from Janice Wray the  
 17 day before. You see?  
 18 A. Okay, that's helpful, thank you.  
 19 Q. Right.  
 20 So my question again: do you remember seeing the  
 21 enforcement notice at that stage?  
 22 A. No.  
 23 Q. Right.  
 24 Now, on page 1 {TMO00866319/1}, let's go to that,  
 25 you can see that you respond to Ian Lines on

166

1 11 October 2016, and I've shown you the first line  
 2 there. Going on with it:  
 3 "We need to give a brief to the RBKC solicitor by  
 4 tomorrow detailing the issues that we need to clarify.  
 5 Some of these are detailed in my initial email (included  
 6 in the attached). Have you been able to pull together  
 7 what data we hold?  
 8 "Have you made enquiries about other Authorities  
 9 approaches?  
 10 "What questions do we want to be included in the  
 11 brief to Counsel? My initial thoughts on the key  
 12 questions we want Counsel to clarify include:  
 13 "Do all FEDs need door closers in order to comply  
 14 with the Regulatory Reform Order/Building Regs (and is  
 15 this retrospective?)?  
 16 "Can we enforce door closers under the terms of our  
 17 leases and tenancy agreements?"  
 18 So it's clear from this that, first of all, you want  
 19 to know what other local authorities are doing about  
 20 this issue; yes?  
 21 A. Yes.  
 22 Q. And also whether you have to take action to comply with  
 23 the RRO.  
 24 A. Yes.  
 25 Q. And also whether you could challenge the LFB's

167

1 requirements. That's what this was about, wasn't it?  
 2 A. No, it was about clarifying what was required.  
 3 Q. So that you could then respond to the LFB.  
 4 A. No, that we could comply with what our requirements are.  
 5 Q. Yes, but the context of this was the LFB's requirements,  
 6 wasn't it, as the enforcing authority?  
 7 A. That was the trigger of this issue and we were trying to  
 8 explore what exactly needed to be done to comply with  
 9 regulation.  
 10 Q. Yes. All right.  
 11 Let's go to {TMO00840715}. The story continues.  
 12 This is an email from you to Janice Wray on Friday,  
 13 14 October 2016, copied to Barbara Matthews and  
 14 Sacha Jevans, subject "RE: Adair Tower Fire 31.10.15 —  
 15 LFB's Notification to the TMO of Investigation of  
 16 Offences". The topic is largely about what should go  
 17 into the instructions to counsel on the subject of  
 18 inspections of self-closing devices on flat entrance  
 19 doors, and you say in the third line:  
 20 "At health and safety committee it was suggested  
 21 that door closers should be installed to all doors in  
 22 the stock.  
 23 "Would a more precise definition be that door  
 24 closers will be installed where it is identified as a  
 25 fundamental part of the fire strategy for the building

168

1 (as defined by our Fire Risk Assessor)?  
 2 "This would not therefore apply to homes where the  
 3 door opens directly onto the street, or potentially onto  
 4 open balconies with alternative means of escape (e.g.  
 5 the low rise at Worlds End).  
 6 "By clarifying this point, we can start to focus on  
 7 the areas of greatest risk and target our activities and  
 8 resources accordingly."  
 9 Was what lay behind that that you were seeking to  
 10 resist a wholesale programme of inspection of  
 11 self-closers and instead trying to limit it to instances  
 12 where the fire risk assessor deemed it fundamental on  
 13 a building-by-building basis?  
 14 A. I was trying to establish what needed to be done to  
 15 comply with regulation.  
 16 Q. That's an even broader description of what you were  
 17 doing, but at the slightly more granular level,  
 18 Mr Maddison, was your purpose in doing what you've just  
 19 said in order to resist a wholesale programme of  
 20 inspection of self-closers and limit it instead to those  
 21 cases where the fire risk assessor had said that  
 22 automatic door-closers were fundamental to the  
 23 fire strategy for each building?  
 24 A. It was clarifying the point as to whether we were  
 25 putting it in every property irrespective, or whether

169

1 there were some properties where it actually wasn't  
 2 necessary, and that —  
 3 Q. Would you agree —  
 4 A. — was the clarification.  
 5 Q. I'm so sorry, I cut across you. Do you want to finish  
 6 your answer?  
 7 A. I'd finished my answer.  
 8 Q. Okay.  
 9 That would place responsibility, wouldn't it, for  
 10 identifying the need for self-closers on the fire risk  
 11 assessor for each building?  
 12 A. Potentially. I think the answer to this was that, in  
 13 reality, in the stock there were very few buildings of  
 14 that nature anyway. Most of the properties were in  
 15 blocks where it was — we didn't have many houses and  
 16 individual dwellings, so most of them were flatted  
 17 blocks and would have required a door-closer. It was  
 18 just a way of trying to understand where it was  
 19 essential under the regulations to put these closers in  
 20 place and to ensure that we could do that in the most  
 21 effective way possible.  
 22 Q. Did Janice Wray not tell you of the LFB's requirement  
 23 that I showed you in the minute of the 5 January 2016  
 24 meeting that self-closing devices needed to be fitted to  
 25 all flat entrance doors and not only those identified on

170

1 a building-by-building basis by the relevant fire risk  
 2 assessor?  
 3 A. I wasn't aware of that. I don't remember being aware of  
 4 that.  
 5 Q. Right.  
 6 Do you accept that your suggestion that door-closers  
 7 would be installed where it's identified as  
 8 fundamentally part of the fire strategy for the building  
 9 was inconsistent with the LFB's global requirement that  
 10 door-closers should be fitted and maintained throughout  
 11 the stock?  
 12 A. Mine wasn't a suggestion, mine was a clarification of  
 13 what the regulation — when we were required to do under  
 14 the regulations. I don't have the technical ability or  
 15 experience in fire safety to make that assessment, so  
 16 I was asking for a professional opinion.  
 17 Q. All right. Let me rephrase the question: do you accept  
 18 that your request for a clarification, if accepted,  
 19 would mean that the policy or strategy would be at odds  
 20 with what the LFB was after?  
 21 A. It was about establishing facts and agreeing a process,  
 22 so I wasn't ... whatever we were going to do, we were  
 23 going to need to make sure we complied with regulations  
 24 and agreed an approach with the Fire Brigade. That was  
 25 my understanding, but I wasn't managing that

171

1 relationship with the Fire Brigade either. So I was  
 2 just trying to clarify the issues that I felt that we  
 3 should be getting — while we were getting legal advice  
 4 on how to do this, these were some suggestions of things  
 5 we should be clarifying, just so we were absolutely  
 6 clear on our obligations.  
 7 Q. And your suggestion for clarification through the legal  
 8 advice was — if your clarification met the answer yes,  
 9 would mean that that was different from and  
 10 irreconcilable with what the LFB had told Janice Wray on  
 11 5 January 2016.  
 12 A. I don't think it could be irreconcilable, I think we  
 13 would have to work with the LFB to agree what we were  
 14 doing. It was about understanding the legal grounds on  
 15 which we stood, because clearly it appeared — certainly  
 16 it appeared to me, and maybe incorrectly — that things  
 17 were changing in terms of the way that enforcement  
 18 notices were being issued, and I wanted a full  
 19 understanding of what the context of that was so we  
 20 could anticipate that and build that into our  
 21 programmes.  
 22 It wasn't a case of challenging what the  
 23 Fire Brigade were saying; it was about understanding  
 24 regulation and making sure that we had something in  
 25 place that prepared us for that.

172

1 MR MILLETT: Mr Chairman, I'm afraid — I keep doing this —  
 2 I'm halfway through this email, but I'm not going to  
 3 finish it before an appropriate moment for a break.  
 4 SIR MARTIN MOORE—BICK: We had better take one, then, hadn't  
 5 we?  
 6 MR MILLETT: It has been a long day, yes. I'm marooned  
 7 again, but yes.  
 8 SIR MARTIN MOORE—BICK: Mr Maddison, we will have our break  
 9 now. We will come back at 3.35, please, and the usual  
 10 request: don't speak to anyone about your evidence while  
 11 you're out of the room.  
 12 THE WITNESS: Okay, thank you.  
 13 SIR MARTIN MOORE—BICK: Thank you very much.  
 14 (Pause)  
 15 Right, 3.35. Thank you.  
 16 (3.20 pm)  
 17 (A short break)  
 18 (3.39 pm)  
 19 SIR MARTIN MOORE—BICK: All right, ready to carry on?  
 20 THE WITNESS: Yes, thank you.  
 21 SIR MARTIN MOORE—BICK: Thank you.  
 22 Yes, Mr Millett.  
 23 MR MILLETT: Mr Chairman, thank you.  
 24 Mr Maddison, thank you for coming back.  
 25 Can we go back, please, to the email we were on just

173

1 before the tea break, {TMO00840715}, and I would like to  
 2 pick it up halfway down the screen where you say "The  
 3 second point", do you see that? "The second point is  
 4 whether", halfway down the screen on page 1 there.  
 5 A. No, sorry — oh, yes, yes, I've got you, sorry.  
 6 Q. Yes:  
 7 "The second point is whether we have the powers  
 8 under the terms of the tenancy and lease to enforce the  
 9 installation and maintenance of door closers.  
 10 "Under the terms of the tenancy agreement we have a  
 11 right to gain access to carry out 'essential works'.  
 12 I am sure we can argue that these works fit in this  
 13 category.  
 14 "However, what is not clear is what action could be  
 15 taken in the event that a tenant removes or disables the  
 16 door closer. What action is reasonably required by the  
 17 landlord to check that door closers are in good repair?  
 18 "How can we best transfer responsibility to the  
 19 tenant for this?  
 20 "Under the terms of the lease, it is probably less  
 21 clear. I think we need to be clear regarding our  
 22 ability to require door closers to be fitted and  
 23 maintained."  
 24 Now, is it right that your concern was whether the  
 25 TMO had the legal right to enforce installation and

174

1 maintenance of door—closers respectively against tenants  
 2 and against leaseholders?  
 3 A. Yes.  
 4 Q. Now, you ask, as we can see, a number of questions of  
 5 Janice Wray, one of which is the one I've just read out  
 6 to you:  
 7 "How can we best transfer responsibility to the  
 8 tenant for this?"  
 9 Why did the TMO want to transfer responsibility for  
 10 that to the tenant?  
 11 A. It didn't want to transfer responsibility for that to  
 12 the tenant. It was a question about how we can make  
 13 tenants responsible for ensuring the door—closers are  
 14 left in good repair, ie not removed or reported for  
 15 repair if broken, because there is a tendency —  
 16 sometimes people who — door—closers can be inconvenient  
 17 if you get locked out of your building, or you may be  
 18 locked out repeatedly if doors close behind you, so  
 19 people sometimes disable them because it doesn't suit  
 20 their lifestyle, so what this was saying is if we were  
 21 responsible for ensuring the door—closers remained in  
 22 working order, tenants needed to share some of that  
 23 responsibility in leaving them intact and reporting them  
 24 to us if they needed repair.  
 25 Q. Right. Did you not understand that the TMO, as the

175

1 responsible person under the RRO, was responsible for  
 2 ensuring that the flat front doors had door—closers,  
 3 which is I think what the LFB had said?  
 4 A. But this discussion here is about how we — the  
 5 practicalities of us installing door—closers on all  
 6 properties and ensuring that they remain in place and in  
 7 good repair, and how we check that and how we ensure  
 8 that our customers are — agree with that and help us.  
 9 Q. Right. You see, you talk in terms of transferring  
 10 responsibility to the tenant; what did you mean by that?  
 11 A. So I think that the last two sentences probably should  
 12 be read together, or the last three, because I'm saying,  
 13 "However, what is not clear is what action could be  
 14 taken in the event that a tenant removes or disables the  
 15 door closer", so —  
 16 Q. On whom did you think that responsibility for ensuring  
 17 that the door—closers were in good repair rested?  
 18 A. That's with the TMO.  
 19 Q. If that is the case, why were you looking or asking how  
 20 you could best transfer that responsibility to the  
 21 tenant?  
 22 A. I think that's badly worded. I think it needs to be  
 23 read in the context of the two bullets above and what  
 24 it's — the obligation is that the landlord is to check  
 25 the door—closers are in good repair. However, in the

176

1 event that residents remove them or disable them,  
 2 ensuring that we are clear that we have the ability to  
 3 enforce or take action if necessary, but also transfer  
 4 responsibility to residents if the door-closer breaks,  
 5 for example, that they report it so that we can repair  
 6 it and keep it in good repair, otherwise it's very  
 7 difficult to ensure that the doors of 10,000 homes all  
 8 have door-closers that are in good repair.  
 9 Q. Were you aware at the time of those parts of the  
 10 LGA guide — the paragraph numbers are 82.3 and 82.4 —  
 11 which set out what good practice was in respect of  
 12 inspections?  
 13 A. I wasn't aware of that, no.  
 14 Q. Right.  
 15 Were you aware — I suppose the answer will be no —  
 16 that flat entrance doors should be included in  
 17 a programme of inspections to ensure that defects such  
 18 as missing or ineffective self-closing devices or  
 19 damaged doors or frames would be rectified? Did you  
 20 know that?  
 21 A. No, I wasn't aware of that.  
 22 Q. Right.  
 23 A. But the responsibility within the TMO for identifying  
 24 that sort of issue would be with the health and safety  
 25 team responsible for the policy.

177

1 Q. Would that answer also extend to the fact that the guide  
 2 recommends six-monthly inspection programmes, including  
 3 flat entrance doors?  
 4 A. I wasn't aware of that.  
 5 Q. You weren't aware of that. Do we take it from that that  
 6 you yourself did not understand that the TMO were  
 7 responsible not only for installing self-closing devices  
 8 but also for ensuring that the flat entrance doors,  
 9 including the self-closing devices, were regularly  
 10 inspected and maintained?  
 11 A. There was — so there was discussion — this was a —  
 12 the document that we're looking at here was part of  
 13 a clarification process with counsel's opinion about  
 14 what our obligations actually were and how we could  
 15 ensure that they were met. That was — so that was part  
 16 of the reason for getting counsel's opinion in this, and  
 17 to ensure that our processes were addressing these  
 18 things. We were also in dialogue with the council on  
 19 this matter as well.  
 20 Q. Did you think at the time that responsibility for  
 21 installing and maintaining and inspecting flat front  
 22 door closers was something that you could shift onto the  
 23 tenant?  
 24 A. No, and that's not what I was suggesting. What I was  
 25 suggesting was that tenants had part of the

178

1 responsibility under their tenancy to ensure that the  
 2 building — they reported repairs. So it was making  
 3 sure that that was — that tenants didn't disable their  
 4 self-closing devices and reported repairs as necessary.  
 5 I mean, within the TMO there was — you know, there  
 6 were different layers of inspection already going on in  
 7 terms of communal areas and in terms of fire risk  
 8 assessments, but there wasn't a programme specifically,  
 9 as I understand it, looking at door-closers.  
 10 Q. I see.  
 11 If that was how you intended the expression "best  
 12 transfer responsibility to the tenant", can you explain  
 13 why you wanted that to be a matter for counsel to advise  
 14 on?  
 15 A. Erm ... I don't — I mean, I assume so, because, I mean,  
 16 counsel may have an opinion on what the terms were of  
 17 the existing leases or the terms were of the existing  
 18 tenancies, so there may be some legal view on whether  
 19 there were requirements already within those documents  
 20 that gave us powers to make sure that door-closers  
 21 remained in good repair.  
 22 Q. I mean, if it was simply a question of ensuring that all  
 23 your tenants kept their door-closers in good repair, you  
 24 wouldn't need to ask counsel's opinion about that, would  
 25 you?

179

1 A. But if somebody — if one of our tenants removes the  
 2 door-closer, do we have the ability to reinstate it? Do  
 3 we have the ability to take any action in the event that  
 4 they don't want us to reinstate it, or won't report it?  
 5 So I think it was about understanding the whole piece  
 6 about how we could effectively manage this.  
 7 Q. I see.  
 8 Now, do you remember that on 17 November 2016  
 9 a deficiency notice was issued by the LFB in respect of  
 10 Grenfell Tower after an LFB inspection?  
 11 A. I don't think I was aware of that.  
 12 Q. Right. Well, let's look at the notice. {TMO10017254},  
 13 please. This is the deficiency notice sent to  
 14 Janice Wray:  
 15 "Premises: Grenfell Tower, Lancaster West  
 16 Estate ..."  
 17 You can see that the action should be taken by  
 18 18 May. It's in bold in the first main paragraph there.  
 19 Do you see that?  
 20 A. Yes. What's the date of the actual letter?  
 21 Q. 17 November 2016. You should be able to see that on the  
 22 screen.  
 23 A. Yes, yeah.  
 24 Q. If we go to page 5 {TMO10017254/5}, we can see that here  
 25 is the schedule of fire safety audit observations, and

180

1 the default property is Grenfell Tower, and then we can  
 2 see in the left-hand column a list of articles which are  
 3 said to be infringed, and then in the second column,  
 4 "Issue", and then "Action(s) to be taken" on the  
 5 right-hand side.  
 6 You can see that under Articles 11 and 17, just on  
 7 the page we've got, there is a reference to fire doors  
 8 not fitting fully into their frames, and fire doors  
 9 protecting the escape route not closing fully in their  
 10 frame.  
 11 Then under Article 17(1), halfway down, it says:  
 12 "During audit it was found that the responsible  
 13 person for management of the access route has not  
 14 prevented or addressed deficiencies in the  
 15 fire resistance of the PROTECTED ROUTE ..."  
 16 Then at the bottom:  
 17 "The PROTECTED ROUTE has been compromised by the  
 18 fitting of doors that do not self close. Flats 44 and  
 19 153 were checked at audit and did not self close."  
 20 The same again under Article 14, the second  
 21 reference there on that page {TMO10017254/6}.  
 22 Then you can see under Article 8:  
 23 "At the time of the audit the general fire  
 24 precautions required to prevent fire and smoke spread  
 25 via shafts, risers or ducting were inadequate."

181

1 Et cetera. There are others as well, I'm not going  
 2 to read it all out to you.  
 3 Now, you say you didn't see this at the time. Did  
 4 you see this, do you think, do you remember, at any time  
 5 after 17 November 2016?  
 6 A. No.  
 7 Q. Do you remember when you first saw this notice? Or is  
 8 this the first time —  
 9 A. I think this is the first time I've seen it.  
 10 Q. Is it really? Right.  
 11 Do you agree, just looking at it now, that it was  
 12 plain to the TMO at the time that the LFB had taken the  
 13 absence of or defects in self-closers on flat front  
 14 doors as a serious issue, putting you, that is the TMO,  
 15 in breach of the RRO provisions?  
 16 A. Yes.  
 17 Q. Yes. In respect of Grenfell Tower itself?  
 18 A. In respect of this, yes.  
 19 Q. Do you agree that, given the deadline of 17 May 2017 for  
 20 action to be taken, time was of the essence?  
 21 A. Yes.  
 22 Q. The actions set out in the notice would fall to be  
 23 addressed by your department, wouldn't they?  
 24 A. No.  
 25 Q. No? Right.

182

1 A. So the repairs to doors and communal doors would be with  
 2 Repairs Direct.  
 3 Q. And what about the doors in the protected route?  
 4 A. The same.  
 5 Q. Right.  
 6 Do you remember any discussion within your reporting  
 7 line, up or down, of repairs necessary within  
 8 Grenfell Tower in order to put it into compliant  
 9 condition at this time?  
 10 A. In relation to these actions, no, I don't remember.  
 11 Q. What about maintenance of the doors? Do you remember  
 12 any discussion about maintenance, either of the flat  
 13 front doors or leaseholder front doors or the fire doors  
 14 between the communal lobbies and the escape route?  
 15 A. All of those were repaired and maintained by  
 16 Repairs Direct, so I had no direct responsibility —  
 17 Q. At this time, let's be clear, so November 2016 through  
 18 to May 2017, who was responsible for overseeing those  
 19 repairs or maintenance programme?  
 20 A. The responsive repairs?  
 21 Q. Who was responsible for ensuring that the defects  
 22 identified in this deficiency notice were cured?  
 23 A. So I'm assuming that this letter was written to  
 24 Janice Wray, I'm assuming that Janice Wray would have  
 25 communicated the actions required out of this to the

183

1 relevant people, I'm assuming that would have been  
 2 Repairs Direct, and that they would have been  
 3 responsible for actioning the repairs.  
 4 Q. Can we look at {TMO00840763}. These are minutes of the  
 5 health and safety committee meeting on 19 January 2017,  
 6 and we can see from the third name down that you were  
 7 there.  
 8 Can we go, please, to page 5 {TMO00840763/5},  
 9 item 6.1, and this is under the heading "Review of the  
 10 Safety Policy and Strategy", and if we go halfway down  
 11 that block of text, it's the fifth bullet point down, we  
 12 can see the topic "Self-Closers", and it says:  
 13 "... the need to have a more proactive policy on  
 14 installation of these devices in order to meet the LFB  
 15 requirements was acknowledged. Suggestion that this  
 16 could be included in cyclical decorations projects was  
 17 discussed but further work required on this in TMO and  
 18 with RBKC.  
 19 "Self-closers — regular inspection and maintenance —  
 20 how and when can this be undertaken?"  
 21 Then there is a reference to:  
 22 "Leaseholder flat entrance doors — seek further  
 23 legal advice ..."  
 24 Do you remember that discussion?  
 25 A. I do remember discussing these issues, yes.

184

1 Q. Do you remember whether there was any discussion at all  
2 at that meeting that only two months or so beforehand  
3 there had been a deficiency notice for Grenfell Tower  
4 received?  
5 A. As I say, I wasn't aware of the deficiency notice at  
6 Grenfell Tower, but there was clearly an ongoing  
7 dialogue between — within the TMO and with the council  
8 regarding door—closers inspections and retrofitting.  
9 Q. Do you know why it had taken more than a year since the  
10 Adair Tower fire in October 2015 to acknowledge the need  
11 for a proactive self—closer installation programme or  
12 policy?  
13 A. It wasn't an area of my responsibility so I don't know.  
14 Q. Do you know why, at least according to this note, the  
15 TMO was only starting to consider how regular inspection  
16 and maintenance regimes could be achieved?  
17 A. I don't know the timeline of what conversations were  
18 happening around this. I know that I was party to some  
19 conversations with the council about the practicalities  
20 of this, and I knew there was legal advice being sought.  
21 I don't know the timeline and so I can't really comment  
22 on what happened between that point and this point.  
23 Q. So this discussion was happening around you but not with  
24 you; is that a fair way of looking at it?  
25 A. Well, it wasn't my area of responsibility, so the

185

1 responsibility was with the health and safety team, and  
2 the only aspect of this might have been if it was  
3 decided to incorporate some of these works into my —  
4 the programmes of works that were being delivered in my  
5 team. So, for example, if it was included, some of  
6 this, into the external decorations programme, that  
7 would be something that would be incorporated into my  
8 team. But otherwise it would be works that would be  
9 planned and delivered through the responsive repairs  
10 or — through the responsive repairs programme or the  
11 inspections could be carried out by estate services  
12 staff, for example, I don't know, but they were — none  
13 of this was going to be delivered through my team, as  
14 far as I could tell, unless it was incorporated into the  
15 external decorations programme, but that was a six—year  
16 programme which, you know, may not have met the  
17 requirements here.  
18 Q. When it says, as we can see in the bullet points:  
19 "Self—closers — regular inspection and maintenance —  
20 how and when can this be undertaken?"  
21 Were you not involved in that discussion?  
22 A. No, because I wasn't responsible for repair and  
23 maintenance.  
24 Q. Were self—closers not part of the assets for which you  
25 were responsible or your contracts team?

186

1 A. Well, the whole — all of the buildings were part of the  
2 assets at that level, but the repair and maintenance of  
3 those assets was partly done by — was exclusively done  
4 by Repairs Direct.  
5 Q. I don't quite understand why that is, given that they're  
6 not responsive repairs but ensuring maintenance. Was  
7 that not part of your responsibility?  
8 A. The decision had been made that Repairs Direct would  
9 deal with it.  
10 Q. When was that decision made in respect of self—closers  
11 specifically?  
12 A. I don't know. As I say, there was a lot of  
13 conversations. The only issue that I had my eye on here  
14 was whether it needed to be incorporated into the  
15 planned maintenance programme.  
16 Q. Did anybody ever tell you that regular inspection and  
17 maintenance of door self—closers was not to form part of  
18 your remit?  
19 A. Sorry, could you ask that question again?  
20 Q. Yes. Did anybody ever tell you that regular inspection  
21 and maintenance of door self—closers in high—rise blocks  
22 was not to be part of your area of responsibility, your  
23 remit?  
24 A. Erm ...  
25 (Pause)

187

1 I'm trying to understand how — it seems a bit like  
2 a double negative. I'm struggling to answer the  
3 question.  
4 Q. Did anybody ever say to you, "You are not responsible,  
5 Mr Maddison, or Peter, for regular inspection or  
6 maintenance of flat front door door—closers"?  
7 A. But nobody would say that because I wasn't responsible,  
8 so it wasn't part of the question. I mean — so the  
9 responsibility here was with the responsive repairs  
10 team.  
11 Q. Right. Let me try it a different way.  
12 If we want to know within whose area of  
13 responsibility the responsibility for regular inspection  
14 and maintenance of flat front door self—closers lay,  
15 what would we look at?  
16 A. Maybe if I could put it another way: my areas of  
17 responsibility were strategic planning of investment and  
18 strategy, was — and in the delivery side of things was  
19 the capital programme, which is the larger scale capital  
20 programme, including the cyclical programme, and the  
21 mechanical and electrical engineering piece. They were  
22 the discrete areas that were my responsibility. All  
23 other repairs were carried out by the planned  
24 maintenance — by the Repairs Direct team.  
25 If something was going to be incorporated into one

188



1 of those programmes, so for example to run a capital  
 2 investment programme to install doors, that might be  
 3 something that would be delivered through that  
 4 programme, but it wouldn't be routine inspections of  
 5 small-scale items like door-closers. That would be done  
 6 through the responsive repairs team, or there was  
 7 an estate services team who did inspections of communal  
 8 areas. They would be the sort of parts of the  
 9 organisation that would be able to take that level of  
 10 responsibility. But mine was more about larger scale  
 11 programme works and responsive repairs of mechanical and  
 12 electrical aspects.

13 Q. Right.

14 The topic under discussion here is regular  
 15 inspection and maintenance, how and when can this be  
 16 undertaken. Do I take it from your answers that at this  
 17 meeting you did not think that that was or was going to  
 18 be part of a capital programme or a cyclical programme?  
 19 A. I suggested that we could incorporate it into a cyclical  
 20 programme, but that would be a seven-year programme, it  
 21 would be a longer term thing, and it could be part of  
 22 the brief to ensure that, as part of that works, we  
 23 check. But I don't think that was — we needed  
 24 something that was more reactive and targeted here to  
 25 ensure that the devices were kept in repair and they

189

1 were installed where they weren't already in place.  
 2 MR MILLETT: Now, if we go to the foot of page 6, please —  
 3 SIR MARTIN MOORE-BICK: Sorry, can I just clarify something?  
 4 I think I understand that if someone reported  
 5 a door-closer not working, the team to respond would be  
 6 Repairs Direct?  
 7 A. Yes.  
 8 SIR MARTIN MOORE-BICK: Who would carry out an ongoing  
 9 inspection of tenants' doors to find out whether the  
 10 door-closers were working or not?  
 11 A. I don't think that had been established and I think that  
 12 was part of this conversation.  
 13 SIR MARTIN MOORE-BICK: It wouldn't be Repairs Direct, would  
 14 it?  
 15 A. It could have been.  
 16 SIR MARTIN MOORE-BICK: Really?  
 17 A. Potentially. It's one of the options, because it could  
 18 have been part of, say, a regular health check in  
 19 repairs — of repairs, it could have been one of the  
 20 options, or it could have been the estate services staff  
 21 or the housing management staff even. There were  
 22 different ways of looking at it and I think that was  
 23 really part of the nut of the conversation here, was  
 24 actually: what do we need to do, who is best placed to  
 25 do it, and what's the most practical way of managing it?

190

1 SIR MARTIN MOORE-BICK: Thank you.  
 2 MR MILLETT: Can we go down to page 6 {TMO00840763/6},  
 3 please, and look just below halfway down. We're still  
 4 under the same item within section 6 of this minute:  
 5 "Flat entrance doors — specifications for  
 6 replacement doors and self closers have now been  
 7 received. LFB's expectation is that the TMO install  
 8 self closers and maintain them. The committee discussed  
 9 the feasibility of installing the self closers and the  
 10 risk that the TMO would be open to legally [sic] if they  
 11 are not installed. Other options will need to be  
 12 explored and agreed with the Council. The quantity of  
 13 doors requiring self closers is not known at present."  
 14 What were the options other than self-closing doors?  
 15 A. I don't know.  
 16 Q. Right.  
 17 Why were the TMO still at this point seeking to  
 18 avoid self-closing doors, in other words by exploring  
 19 other options?  
 20 A. I don't think they were trying to avoid. I don't know.  
 21 I don't know the — I can't remember the context of that  
 22 comment.  
 23 Q. Well, you can't remember the context of "Other options  
 24 will need to be explored", is that what you can't  
 25 recall?

191

1 A. "Other options will need to be ... agreed with  
 2 the Council."  
 3 I don't know what the conversation was with  
 4 the council. Sorry, I don't understand the minute.  
 5 Q. It looks to the naked eye as if at this meeting the tone  
 6 of the discussion was one of resistance to the LFB's  
 7 expectation that the TMO install self-closers and  
 8 maintain them.  
 9 A. No, I don't agree with that. I think that there was  
 10 an acceptance that this needed to be done. There were  
 11 some concerns about the practicalities and how it was  
 12 going to be delivered.  
 13 Q. If there was an acceptance that that needed to be done,  
 14 why was there a discussion of other options needing to  
 15 be explored and agreed with the council?  
 16 A. I don't know what those options were that needed to be  
 17 explored.  
 18 Q. Why was this matter even being debated at this meeting?  
 19 My question is: why weren't you just discussing getting  
 20 on and curing the deficiencies by the deadline and  
 21 getting the working door-closers actually fitted and  
 22 operating?  
 23 A. This wasn't my agenda. This was Barbara Matthews'  
 24 meeting. She was used — she used the forum to raise  
 25 awareness of health and safety issues across the

192

1 organisation, so there was a — the attendance here  
 2 wasn't just senior managers, it was up and down the  
 3 organisation, and it was trying to raise awareness of  
 4 the importance of these issues and how everybody had  
 5 a responsibility for ensuring health and safety within  
 6 the organisation.  
 7 Q. If this was nothing to do with you, because it didn't  
 8 fall within your area of responsibility, can you explain  
 9 why you had got involved in the November of the previous  
 10 year in discussions about what instructions to send to  
 11 counsel on the question of door—closers?  
 12 A. I can't remember.  
 13 Q. Right.  
 14 Now, there is a joint management team meeting on  
 15 1 March 2017 with the RBKC executives which you  
 16 attended, and we'll look at the minutes of those. Those  
 17 are at {RBK00014072}, please. I say the RBKC  
 18 executives; it's a joint management meeting and there  
 19 are some executives there.  
 20 You can see who is there from RBKC: Laura Johnson,  
 21 Amanda Johnson, et cetera, and from TMO we can see that  
 22 you were there, as well as Robert Black and  
 23 Barbara Matthews.  
 24 If we go to page 2 {RBK000140722}, please, we can  
 25 see that the door—closer issue is dealt with at item 5

193

1 there at the foot of the page:  
 2 "Installation of Self—Closing Doors and Annual  
 3 Inspection  
 4 "Will be a huge cost if want to do this.  
 5 "Nobody has an inspection process at present as it's  
 6 not a legal requirement to have yearly checks.  
 7 "Could be an option to include in the fire strategy.  
 8 "Need to develop a programme and take to Scrutiny.  
 9 "Liability if the doors are broken would be with the  
 10 TMO.  
 11 "Laura agreed to hold off recommending inspections  
 12 programme at present."  
 13 Why was it a question of wanting to do this? You  
 14 can see in the first line, "Will be a huge cost if want  
 15 to do this". You had been told by the LFB some time  
 16 before this that it had to be done; no?  
 17 A. I wasn't — I hadn't been part of this conversation.  
 18 I had — I was involved at the very outset of the  
 19 conversation, and this whole dialogue has been taken  
 20 over here by the executive team and I had very limited  
 21 involvement in this. So I don't — can't really shed  
 22 any light on this, I'm afraid.  
 23 Q. When you say you weren't involved in this conversation,  
 24 hadn't been part of this conversation, do you mean you  
 25 weren't at that part of the meeting?

194

1 A. I was at this meeting, but the — all of the exploration  
 2 of the issues around door—closers and how they were  
 3 going to be delivered was being dealt with outside of —  
 4 I wasn't involved in that discussion, so ...  
 5 Q. Well, let me see if I can recreate the scene.  
 6 You were at this meeting from beginning to end, were  
 7 you?  
 8 A. Yes.  
 9 Q. Right. When this topic, as item 5, came up, who led the  
 10 discussion from the TMO's side?  
 11 A. I'm assuming it was Barbara Matthews.  
 12 Q. Do you remember that or ...?  
 13 A. I don't really remember the meeting, to be honest, but  
 14 I'm assuming it would have been Barbara, because she had  
 15 her responsibilities under the — as executive director  
 16 for health and safety, but she was also line managing —  
 17 jointly managing the Repairs Direct director.  
 18 Q. Was there a reluctance by TMO or RBKC to carry out  
 19 installations or inspections because of the huge cost  
 20 that would be incurred?  
 21 A. I don't think it was about — I wouldn't have thought  
 22 cost would have been an issue. I think there were  
 23 probably concerns about the practicality of how we could  
 24 achieve this.  
 25 Q. Well, somebody certainly seems to have said at the

195

1 meeting, "Will be a huge cost if want to do this". Can  
 2 you explain the context?  
 3 A. As I say, I didn't have any detailed understanding of  
 4 this conversation. I was party to it, not part of it.  
 5 Q. Right.  
 6 Are you able to explain what "Liability if the doors  
 7 are broken would be with the TMO" meant?  
 8 A. No.  
 9 Q. On the face of it, it looks to the naked eye, the  
 10 untutored, those who weren't at the meeting, that what  
 11 TMO and RBKC were doing here were prioritising cost and  
 12 liability exposure over safety.  
 13 A. I don't think so. I think they were considering  
 14 practicalities.  
 15 Q. Right.  
 16 Would it have been your department that would have  
 17 carried out this global installation programme?  
 18 A. No.  
 19 Q. I ask you that because it would have been a major  
 20 capital programme, wouldn't it?  
 21 A. I think it was the sort of work that Repairs Direct were  
 22 very keen to take on, so it was, rather than being  
 23 a reactive repair, something you could plan for and  
 24 deliver in larger volume. It was very much along the  
 25 lines of where the Repairs Direct organisation was

196

1 looking to develop, so it felt like it was a project  
 2 that they were going to take forward.  
 3 Q. If you go back to page 1 {RBK00014072/1}, you can see  
 4 who was there. Was anybody from Repairs Direct there?  
 5 A. No, nobody from Repairs Direct would attend any of these  
 6 meetings.  
 7 Q. No. Who was there to whom Repairs Direct reported?  
 8 A. Barbara Matthews.  
 9 Q. Right. So when you say that this was something that  
 10 Repairs Direct was very much looking to develop, did  
 11 Barbara Matthews actually say that?  
 12 A. I don't know.  
 13 Q. Right.  
 14 There is no hint in this note that a programme to be  
 15 taken to scrutiny would fall outside the capital  
 16 regeneration and investment remit that you had.  
 17 A. My understanding was that this was going to be delivered  
 18 through Repairs Direct.  
 19 Q. Who gave you that understanding?  
 20 A. From any of the discussions that we'd had through this  
 21 process.  
 22 SIR MARTIN MOORE-BICK: Can you just help with this: had any  
 23 attempt been made by the time of this meeting — this is  
 24 March 2017 — to assess the number of doors which would  
 25 require new or even replacement self-closing devices?

197

1 A. Well, certainly that's part — that's where Ian Lines'  
 2 dialogue initially was — he was working with  
 3 Janice Wray, so Ian Lines would have had access into our  
 4 stock condition database, so would have been able to try  
 5 and access whatever information was available in there,  
 6 although I suspect that that wouldn't have gone down to  
 7 the granular detail of door-closers, it would have  
 8 probably stopped at a door, and it may have been able to  
 9 tell you whether it was a self-closing door or not, so  
 10 there was probably where Ian Lines' involvement was —  
 11 but from that point forwards, all of the planning of  
 12 this was being done through Repairs Direct and I had no  
 13 direct involvement in it.  
 14 SIR MARTIN MOORE-BICK: I asked the question because we see,  
 15 I think, no reference in these minutes to give us any  
 16 indication of the size of the undertaking.  
 17 Now, we know that there were self-closers fitted to  
 18 doors in Grenfell Tower, although in some cases they  
 19 were broken or missing. We know that there were no  
 20 self-closers, I think, fitted in Adair Tower. There  
 21 were a lot of other properties. Had no one taken any  
 22 steps by this time to assess the size of the problem?  
 23 A. I think there was a mixed picture. I think that  
 24 certainly in Adair, some of the — where doors had been  
 25 replaced, they'd been replaced with doors with

198

1 self-closing devices, but where there were original  
 2 doors, they wouldn't have been. So I think that was  
 3 part — there was a mix, and I think before my time at  
 4 the TMO there had been a programme of fire door  
 5 installations which — so my understanding — my crude  
 6 understanding was that all doors were fire doors that  
 7 had been recently fitted and installed, other than a few  
 8 outliers that the health and safety team were aware of.  
 9 However, what we didn't have an accurate record of  
 10 was whether — were the instances where door-closers may  
 11 have broken or may have been removed, and so the  
 12 inspection process was going to have to be an ongoing  
 13 process basically from the beginning and starting from  
 14 scratch, I think, and it was trying to find the vehicle  
 15 to do that and assess the process.  
 16 SIR MARTIN MOORE-BICK: All right. Thank you.  
 17 Yes, Mr Millett.  
 18 MR MILLETT: Yes.  
 19 Could we please now look at the minutes of the TMO  
 20 health and safety committee meeting from 16 March 2017  
 21 at {TMO10016741/4}. We can look sections 3.3 and 3.4,  
 22 "Feedback from LFB":  
 23 "An audit was carried out by LFB on Whitchurch House  
 24 Sheltered Scheme in February. At the time of the  
 25 previous LFB audit in March 2016 the block had been

199

1 confirmed as 'broadly compliant'. The same FRA remains  
 2 in place and there have been no material alterations or  
 3 other significant changes which would impact on fire  
 4 safety, however, on this occasion the LFB have issued  
 5 a Deficiency Notice with many issues. JW confirmed  
 6 that, in consultation with Carl Stokes, HC and JJ, she  
 7 had drafted a response setting out the TMO's  
 8 position/policy in relation to each point raised and  
 9 this had been sent to the Inspecting Officer and  
 10 Fire Safety Team Leader. A response is awaited."  
 11 Then you say, or it records you suggesting that:  
 12 "... it may be possible to strengthen TMO's position  
 13 by using an independent fire safety expert to review  
 14 challenges from the LFB. JW to investigate."  
 15 And that's a JW action point.  
 16 Why did you make that suggestion?  
 17 A. I think what appeared to be happening is that there had  
 18 been a couple of serious incidents that — in relation  
 19 to the Adair fire, and the approach from the  
 20 Fire Brigade seemed to have changed, and I thought that  
 21 it was important that we understood the position really  
 22 clearly from a professional perspective, so that we  
 23 could plan our programmes effectively. So it was all  
 24 about trying to get ahead of things rather than being  
 25 reactive. So it felt at the moment that the

200

1 Fire Brigade were issuing notices and we were being  
 2 reactive to that, whereas I felt that we needed to be  
 3 more proactive and should get some professional advice  
 4 to help us understand if the position had changed.  
 5 Q. Well, with respect, that's not quite what it says. Tell  
 6 me if this is an inaccurate minute by all means, but  
 7 what you're on the face of it suggesting here is using  
 8 an independent fire safety expert to review challenges  
 9 from the LFB, not to give you better fire safety advice  
 10 so that you could get ahead. That's right, isn't it?  
 11 A. I think it's poorly minuted, but I think when reviewing  
 12 challenges — I guess these minutes were taken by  
 13 Janice, and maybe that's how Janice saw them, but it was  
 14 about reviewing the actions that were coming from the  
 15 deficiency notices and understanding how we could best  
 16 proactively respond to those issues.  
 17 Q. Again, you say it's poorly minuted, but I don't think we  
 18 have any record of you ever going back to Janice Wray  
 19 and saying, "That's not what I said" or "That's not what  
 20 I suggested".  
 21 A. I think the broad action of investigating — bringing in  
 22 an expert view, I would stand by — I think it seems  
 23 like a sensible approach, and the semantics around  
 24 whether that's reviewing challenges or reviewing actions  
 25 from deficiencies I think is a bit of a moot point.

201

1 Q. Well, I agree with that so far as my agreement is  
 2 relevant. My point is that you were suggesting bringing  
 3 in an independent fire safety expert in order to look at  
 4 what the LFB were asking you to do and see if you really  
 5 needed to do them.  
 6 A. There had been a series of — I was being — I was  
 7 recognising there had been a shift here in the way that  
 8 the Fire Brigade were approaching — or it appeared to  
 9 be, from what I could see, in terms of the number of  
 10 deficiency notices that were being issued and the way  
 11 that they were being — and some things that had been  
 12 previously compliant were then being identified as  
 13 non-compliant, so there was clearly a shift. So what  
 14 I was suggesting was we get somebody — a specialist in  
 15 to help look at what we're doing and ensure that it met  
 16 with regulations and that we knew we were being  
 17 proactive in doing that.  
 18 Q. Why not simply accept the challenges from the LFB and  
 19 take them at face value?  
 20 A. I think we did, but I think this was about looking  
 21 forwards. If this is an ongoing thing, are there other  
 22 issues that we ought to be considering? Because if  
 23 we're getting a series of deficiency notices, it implies  
 24 that something is wrong. So why wouldn't we get some  
 25 expert view as to what we're doing and whether we need

202

1 to correct it?  
 2 Q. But you say, "If we're getting a series of deficiency  
 3 notices, it implies that something is wrong"; do you  
 4 mean something is wrong with the LFB or something is  
 5 wrong with the TMO?  
 6 A. I don't know, that's why I would want a fire expert to  
 7 come and tell us — to review what the situation is and  
 8 ensure — what action we would need to take to ensure  
 9 that we were doing the best we possibly could.  
 10 Q. The reality is, isn't it, looking at this, that you were  
 11 suggesting retaining an independent fire safety expert  
 12 in order to strengthen the TMO's defensive position  
 13 against the LFB?  
 14 A. Well, that's not my role or my position. What I was  
 15 trying to do was to anticipate the sort of investment  
 16 levels, the standards that needed to be achieved to make  
 17 sure that they were reflected in the standards that were  
 18 being delivered in the works that my team delivered and  
 19 we could plan that into our investment programmes going  
 20 forward.  
 21 Q. Right.  
 22 Let's look at the next one down. It starts at the  
 23 very foot of the page, "Review of Fire safety", item 4,  
 24 and goes over the page to 4.1 at the top of page 5  
 25 {TMO10016741/5}, and it says this:

203

1 "With regard to an installation programme for  
 2 self-closers, JW confirmed that Cynthia Vachino, RBKC  
 3 Legal Services, had been asked to review the access  
 4 procedure used to facilitate the fire safety works  
 5 required by the Enforcement Notices at Adair and  
 6 Hazlewood Towers. It was suggested that this be  
 7 referenced to in the reviewed Fire Strategy.  
 8 "BM advised that RBKC had been consulted and had  
 9 confirmed their view that we adopt a 5-year installation  
 10 programme for self-closers but that, at this stage, we  
 11 should not instigate an inspection programme.  
 12 "PM suggested that any clarification from Counsel or  
 13 RBKC Legal be incorporated into the Fire Strategy to  
 14 formalise the TMO's position on where self-closers would  
 15 be fitted and which doors would be inspected."  
 16 Why were you making that suggestion if this topic  
 17 was outside your remit?  
 18 A. So these are health and safety — well, I'm part of  
 19 a health and safety committee, it's part of a corporate  
 20 responsibility, and I was making a suggestion. I don't  
 21 know why, I was trying to be helpful.  
 22 Q. Right.  
 23 In light of the LFB's stance on the need for  
 24 self-closing devices on all flat front entrance doors,  
 25 as we've seen, do you know why RBKC had decided not to

204

1 implement an inspection programme?  
 2 A. I don't.  
 3 Q. To your knowledge, did RBKC know of LFB's stance on the  
 4 need for self-closing devices throughout the borough?  
 5 A. I don't know.  
 6 Q. Do you know whether RBKC had taken account of that  
 7 stance at all when making decisions?  
 8 A. I don't know.  
 9 Q. Did anybody to your knowledge at the TMO question the  
 10 wisdom of RBKC's decision?  
 11 A. I don't know.  
 12 Q. Why did you suggest recording the advice of counsel or  
 13 RBKC legal in the TMO's fire safety strategy?  
 14 A. So we were clear on what the position was, there was  
 15 a clear policy decision, so we could make sure that that  
 16 was addressed.  
 17 Q. Was it in order to be able to show it to the LFB?  
 18 A. Well, I don't think the LFB would be interested in our  
 19 policy, really, I think they'd be interested in what  
 20 they felt they could enforce, so I ...  
 21 Q. Right.  
 22 Were you concerned that the decision not to inspect  
 23 might be challenged by the LFB?  
 24 A. I didn't have a view.  
 25 Q. Or challenged by somebody else?

205

1 A. I didn't have a view.  
 2 Q. Do you know if any such clarification about access was  
 3 in fact recorded in the fire safety strategy?  
 4 A. I don't.  
 5 Q. Do you know what the upshot of this suggestion was?  
 6 A. No.  
 7 Q. Moving on a month, you were forwarded an email by  
 8 Janice Wray on 19 April 2017, and the best way I think  
 9 of dealing with it is in your second witness statement,  
 10 please, if we can go to that at paragraph 52 on page 11  
 11 {TMO00847337/11}. You say in paragraph 52:  
 12 "I have also been asked whether I had any knowledge  
 13 of fire risks arising out of the use of cladding or  
 14 cladding systems. I recall that the findings of the  
 15 Lakanal House Inquiry were referred to and considered by  
 16 the TMO, as were the findings made in relation to the  
 17 fire at Shepherds Court. In relation to the Shepherd's  
 18 Court fire, I recall being forwarded by Janice Wray a  
 19 copy of a letter from the LFB entitled 'Tall Buildings —  
 20 External Fire Spread' in April 2017. I recall  
 21 discussing the contents of this letter with Janice Wray.  
 22 However, my recollection is that the letter was  
 23 referring to the risk associated with 'non-compliant'  
 24 cladding and I understood the cladding of Grenfell Tower  
 25 to be fully compliant with building regulations as

206

1 Building Control issued a Certificate of Completion."  
 2 Could we look, please, at {TMO00861973/4}, which is  
 3 an email from Laura Johnson to Robert Black on 19 April  
 4 which encloses, under an "FYI" at the very bottom of  
 5 page 4, a letter from Hannah Lougher to Laura Johnson on  
 6 6 April, two weeks before, subject "Letter from LFB,  
 7 External Fire Spread". The email reads:  
 8 "Dear Mrs. Johnson,  
 9 "For your information, please find attached a letter  
 10 regarding our advice relating to the issue of external  
 11 fire spread."  
 12 We can see, if you go up the chain on page 4,  
 13 through 4 to page 3 {TMO00861973/3}, Janice Wray sends  
 14 this on 19 April to you as well as others, including  
 15 Alex Bosman, Graham Webb, et cetera, et cetera, copied  
 16 to Barbara Matthews.  
 17 If we go to page 2 of this email chain  
 18 {TMO00861973/2} at the bottom, we can see that  
 19 Barbara Matthews responds to Janice Wray and she asks  
 20 this question:  
 21 "Do you know which of our buildings has the type of  
 22 infill panels etc that are referred to in the letter?  
 23 "I also assume the cladding recently installed at  
 24 Grenfell would be compliant?"  
 25 My question to you: do you know why Grenfell Tower

207

1 was specifically singled out for mention by  
 2 Barbara Matthews?  
 3 A. It was a very high-profile project and it was the only  
 4 building that we'd overclad.  
 5 Q. Right.  
 6 If we go to page 1, please, the foot of the page,  
 7 over to page 2, we can see Janice Wray's response. She  
 8 says, and this is the top of page 2:  
 9 "Hi Barbara  
 10 "To the best of my knowledge we do not have this  
 11 type of cladding on any of our buildings but will  
 12 discuss again with A&R. Carl has asked a lot of  
 13 questions about the Grenfell cladding and is happy that  
 14 the material and the fixings are compliant but have  
 15 copied this doc to him as well.  
 16 "Regards  
 17 "Janice."  
 18 Now, do you remember looking at the letter that had  
 19 come to Laura Johnson from Hannah Lougher on 6 April?  
 20 A. I do.  
 21 Q. We can look at it. It's a lengthy letter and I'm not  
 22 going to read it all to you, {RBK00026888}. It's dated  
 23 6 April, the title is "Tall buildings — external fire  
 24 spread", and it's a lengthy letter. Did you read it at  
 25 the time?

208

1 A. Yes.  
 2 Q. I'm not going to read it all out to you. Can I ask you  
 3 just to look at the third and fourth paragraphs on  
 4 page 1:  
 5 "We have seen a number of cases where it appears, on  
 6 the basis of the information available to us, that the  
 7 level of fire protection to the external face of the  
 8 building did not comply with the requirements of Part B  
 9 of the Building Regulations insofar as they seek to  
 10 limit the speed with which a fire can travel and spread  
 11 over the external face of a building or may contribute  
 12 to a fire.  
 13 "Testing of panels has found that the combustibility  
 14 of the composition of the panels at Shepherd's Court did  
 15 not meet the levels expected for conformity with the  
 16 building regulations. On testing it was found that  
 17 panels may deform or delaminate exposing any combustible  
 18 core or constituent material resulting in the panel  
 19 becoming involved in the fire and allowing the fire to  
 20 spread and enter flats other than the flat of origin of  
 21 the fire."  
 22 Then if we turn to the next page {RBK00026888/2},  
 23 please, you can see that the last paragraph says this:  
 24 "I would therefore strongly urge that you consider  
 25 this issue as part of the risk assessment process for

209

1 premises under your control. I suggest that you make  
 2 sure all relevant information about any replacement  
 3 window and facade schemes is fully available to fire  
 4 risk assessors. Where no reliable information is  
 5 available for a given property, it is our general  
 6 expectation that a strategy to assess the risk and where  
 7 necessary implement short, medium and long term actions  
 8 to address the risk. This assessment will need to take  
 9 account of other fire safety measures already in place  
 10 in the building as well as potential mitigation measures  
 11 to ensure that any potential fire spread does not pose  
 12 a risk to health and safety."  
 13 Did you look into the issue of whether the cladding  
 14 on Grenfell Tower may have presented a fire risk at this  
 15 stage?  
 16 A. I discussed this with Janice Wray and she agreed to  
 17 speak to Carl Stokes and get his opinion, and this --  
 18 the way that this letter was phrased was very much  
 19 about, there are some of these works which may not meet  
 20 building regs, and we had a project at Grenfell Tower  
 21 that had been -- was still within defects at this time  
 22 and had a building regs sign-off, so there was  
 23 an assumption that it did meet building regs. But we  
 24 did get Carl Stokes to take a look at this in the  
 25 context of Grenfell and he obviously gave his comments

210

1 back to Janice.  
 2 Q. So Janice checked with Carl Stokes but you didn't; is  
 3 that right?  
 4 A. That's right.  
 5 Q. Did anybody think of asking Mr Stokes specifically to  
 6 confirm that the cladding at Grenfell Tower was safe as  
 7 part of his fire risk assessment?  
 8 A. I don't know what conversation Janice had specifically  
 9 with Carl.  
 10 Q. Did you raise this question with Claire Williams and ask  
 11 her whether she could help with the specific response in  
 12 relation to Grenfell cladding?  
 13 A. I don't remember if I did, but it may be that  
 14 Janice Wray did. I can't remember.  
 15 Q. Did you check or ask to be checked the Exova fire safety  
 16 strategies or reports to see what they said about the  
 17 cladding?  
 18 A. Not in the context of this. I followed the advice and  
 19 got the fire risk assessor to consider this.  
 20 Q. Did you contribute to a response back to Laura Johnson?  
 21 A. No.  
 22 Q. Was that ever done as far as you're aware?  
 23 A. I don't know.  
 24 Q. Right. Do you know whether Robert Black sent  
 25 Laura Johnson a message?

211

1 A. I don't.  
 2 MR MILLETT: You don't know.  
 3 Mr Chairman, it's 4.30.  
 4 SIR MARTIN MOORE-BICK: Yes.  
 5 MR MILLETT: I am pretty much at the end of this line. It's  
 6 not an inconvenient moment.  
 7 I do regret to say that I'm not finished with my  
 8 questions for Mr Maddison, and I'm going to have to  
 9 invite you to invite him to come back on Tuesday.  
 10 I regret the inconvenience to you and to everybody else,  
 11 but I'm afraid there is still some material yet to  
 12 cover.  
 13 SIR MARTIN MOORE-BICK: For Mr Maddison's benefit, if not  
 14 for everyone else's, can you give an idea of how long  
 15 you might need with him?  
 16 MR MILLETT: Yes, I would think that I would take until  
 17 lunchtime on Tuesday. Now, there is a knock-on effect  
 18 with the next witness after that, who is an expert.  
 19 SIR MARTIN MOORE-BICK: Yes.  
 20 MR MILLETT: Mr Jonathan Sakula. But I don't think that  
 21 causes any difficulty with him, although it may be that  
 22 we have to address when precisely it is we start with  
 23 him. But I'm thinking of this witness.  
 24 SIR MARTIN MOORE-BICK: Yes, I just want an indication of  
 25 how much more time you thought you might need.

212

1 All right. That's helpful, thank you very much.  
 2 Mr Maddison, I'm sorry, we were hoping that we would  
 3 manage to complete our questions today, but I'm afraid  
 4 it hasn't been possible, so I will have to ask you to  
 5 come back on Tuesday.  
 6 THE WITNESS: Okay.  
 7 SIR MARTIN MOORE—BICK: It sounds to me as though you could  
 8 reasonably hope to get away by lunchtime, but I wouldn't  
 9 put it higher than that, I'm afraid.  
 10 There will be quite an interval between leaving here  
 11 this afternoon and coming back on Tuesday, so please,  
 12 I will ask you not to speak to anyone about your  
 13 evidence or anything relating to it over the long  
 14 weekend.  
 15 THE WITNESS: Okay.  
 16 SIR MARTIN MOORE—BICK: All right?  
 17 THE WITNESS: Thank you.  
 18 SIR MARTIN MOORE—BICK: Thank you very much. We will see  
 19 you on Tuesday morning at 10 o'clock.  
 20 THE WITNESS: Thank you.  
 21 SIR MARTIN MOORE—BICK: If you would like to go with the  
 22 usher now, thank you.  
 23 (Pause)  
 24 Right, Mr Millett. Well, that's it for today. We  
 25 shall not be sitting on Monday, it's a Bank Holiday, so

213

1 10 o'clock on Tuesday.  
 2 MR MILLETT: Very good, Mr Chairman, thank you very much.  
 3 SIR MARTIN MOORE—BICK: Thank you very much.  
 4 (4.35 pm)  
 5 (The hearing adjourned until 10 am  
 6 on Tuesday, 4 May 2021)  
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 14  
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 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

214

1	INDEX	
2		PAGE
3	MR PETER MADDISON (continued) .....	1
4		
5	Questions from COUNSEL TO THE INQUIRY .....	1
6	(continued)	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

215

216





<b>behind (11)</b> 27:22 74:9 76:6,12 22 82:17 83:2,6 113:3 169:9 175:18 <b>being (59)</b> 7:16 12:20 24:11 29:1,20 30:10 32:5 33:3 34:16 37:1,15,20 46:9 49:20 55:13 62:6 66:19 72:17 81:4,6 84:9,15,19 86:19 88:11 96:20 103:12,13 104:14 109:25 125:22 135:19 136:14 140:11 141:2 142:20,23 144:20 145:15 149:25 164:20 165:11 171:3 172:18 185:20 186:4 192:18 195:3 196:22 198:12 200:24 201:1 202:6,10,11,12,16 203:18 206:18 <b>belief (1)</b> 140:14 <b>believe (6)</b> 7:2 84:1 87:7 105:18 121:15 149:1 <b>believes (1)</b> 161:20 <b>below (3)</b> 138:12 162:14 191:3 <b>benchmark (1)</b> 138:7 <b>benchmarking (1)</b> 107:19 <b>benefit (2)</b> 80:25 212:13 <b>benefits (1)</b> 53:3 <b>best (15)</b> 4:2 14:15 15:17 51:21 82:22 125:18 174:18 175:7 176:20 179:11 190:24 201:15 203:9 206:8 208:10 <b>better (12)</b> 13:11 72:10 76:25 82:12 83:13 107:13 108:1 129:24 145:23,24 173:4 201:9 <b>between (34)</b> 10:19 24:4 27:9 29:23,24 32:1 38:14 44:8 49:16 53:24 69:10 92:5 94:17 95:14 96:14 97:5 104:3 107:4 111:9,16,23 112:3 117:22 125:2,20 128:4 134:6 135:3 138:23 139:17 183:14 185:7,22 213:10 <b>beyond (1)</b> 93:6 <b>big (1)</b> 134:23 <b>bimonthly (3)</b> 3:3,14 155:20 <b>bit (12)</b> 21:1 24:9 40:2 54:13 88:4 93:6 96:23 112:10 117:4 131:3 188:1 201:25 <b>black (9)</b> 85:25 87:6 88:3 133:7 148:2 149:3 193:22 207:3 211:24 <b>blacks (2)</b> 87:24 92:17 <b>block (6)</b> 124:10 156:10,14 160:13 184:11 199:25 <b>blocks (9)</b> 2:11 27:4 137:15 156:11,15 160:23 170:15,17 187:21 <b>blurs (1)</b> 24:17 <b>bm (9)</b> 27:5 28:10 30:25 76:4 85:15 86:19 90:23 94:12 204:8 <b>board (3)</b> 68:19 143:15 151:20 <b>body (2)</b> 116:22,22 <b>bold (2)</b> 25:23 180:18 <b>borne (1)</b> 75:6 <b>borough (5)</b> 22:19 43:4 114:24 162:15 205:4 <b>boroughwide (1)</b> 161:23 <b>borra (9)</b> 6:3,8,10,12 7:8 10:23,24 11:11 13:10 <b>bosman (28)</b> 10:6 13:11 66:5,24 69:15,22 72:10 83:5 85:19 91:21 115:17 116:15 117:9 118:14 122:16 127:4,25 128:8,10,18 130:1,9,19,25 131:12 133:7 148:2 207:15 <b>bosmans (3)</b> 114:12 115:1 116:12 <b>both (4)</b> 85:15 113:2 126:7	163:20 <b>bottom (15)</b> 6:1,8 25:18 32:2 91:1 99:18 121:13 122:11 132:15 144:24 155:22 159:2 181:16 207:4,18 <b>bound (2)</b> 145:25 153:24 <b>bowman (1)</b> 3:9 <b>brackets (3)</b> 32:3 60:22 99:16 <b>breach (1)</b> 182:15 <b>break (13)</b> 57:9,14,23 113:3,9,18 114:10 120:21 166:13 173:3,8,17 174:1 <b>breakdown (21)</b> 9:8 16:3 27:6,8 28:11,14,20 29:14 30:1,6,21 31:10 32:15,22 33:12,20 35:4 39:20 40:22 43:12 44:11 <b>breaks (1)</b> 177:4 <b>brief (3)</b> 167:3,11 189:22 <b>briefly (1)</b> 137:18 <b>brigade (16)</b> 84:16,25 124:9,17 133:20 134:7 135:3 140:18 148:15 152:11 171:24 172:1,23 200:20 201:1 202:8 <b>bring (2)</b> 112:6 131:2 <b>bringing (2)</b> 201:21 202:2 <b>british (4)</b> 88:18 89:5,8,23 <b>broad (2)</b> 43:6 201:21 <b>broaden (3)</b> 43:1,3 169:16 <b>broadly (1)</b> 200:1 <b>broke (1)</b> 77:18 <b>broken (8)</b> 77:13 81:8 83:13 175:15 194:9 196:7 198:19 199:11 <b>brought (3)</b> 35:17 95:18 107:2 <b>budgets (1)</b> 120:8 <b>build (1)</b> 172:20 <b>building (28)</b> 4:9,25 65:1 73:2 131:19 133:23 140:18,19 141:10 145:2 159:24 168:25 169:23 170:11 171:8 175:17 179:2 206:25 207:1 208:4 209:8,9,11,16 210:10,20,22,23 <b>buildingbybuilding (2)</b> 169:13 171:1 <b>buildings (8)</b> 150:21 151:1 170:13 187:1 206:19 207:21 193:21 207:15,15 <b>built (1)</b> 71:5 <b>bullet (12)</b> 51:24 109:22,23 121:24,25 122:19 123:1,1,22 139:24 184:11 186:18 <b>bullets (1)</b> 176:23 <b>bureaucracy (3)</b> 47:10 48:20 67:23 <b>buried (1)</b> 40:25 <b>burton (3)</b> 120:24 121:11 155:17 <b>burtons (3)</b> 123:1 125:25 126:19 <b>butt (3)</b> 136:4 138:6,11 <b>bypass (1)</b> 8:12	164:2 165:6,19,20 185:21 191:21,23,24 193:12 194:21 211:14 <b>capable (1)</b> 138:4 <b>capital (15)</b> 6:21 62:7 100:10 101:12,14,23 111:20 114:23 147:17 188:19,19 189:1,18 196:20 197:15 <b>carefully (5)</b> 36:11 37:5,23 38:5,8 <b>carl (43)</b> 2:15 49:19 64:7 65:12 66:10,16 67:17,20 68:16 69:12,15 72:9,25 89:11,13 122:3 127:5,11 128:1 129:15 130:25 131:13,15,17 137:9 143:14 144:5,10 145:20 148:9,16 149:6,19 150:6 151:2,16 152:24 200:6 208:12 210:17,24 211:2,9 <b>carried (9)</b> 50:1 51:25 84:12 123:11 124:10 186:11 188:23 196:17 199:23 <b>carries (1)</b> 38:6 <b>carry (18)</b> 1:11 49:8 54:18 84:11 89:7 98:5 107:19 114:4 132:5 133:18,19 141:16 146:20 152:13 173:19 174:11 190:8 195:18 <b>carrying (2)</b> 144:19 147:22 <b>cases (6)</b> 117:25 135:10,11 169:21 198:18 209:5 <b>catch (1)</b> 55:9 <b>catchup (3)</b> 107:10,15 108:6 <b>categorically (1)</b> 26:16 <b>categories (4)</b> 19:15 22:16 23:20 25:3 <b>category (3)</b> 39:15 152:22 174:13 <b>cause (1)</b> 13:10 <b>caused (2)</b> 65:5 79:12 <b>causes (1)</b> 212:21 <b>cecil (1)</b> 4:12 <b>certain (2)</b> 133:20,21 <b>certificate (2)</b> 69:16 207:1 <b>certificates (8)</b> 63:20 67:1,3,4,25 68:16 69:5 72:25 <b>certification (5)</b> 67:18,21 68:23 69:2 129:15 <b>certified (1)</b> 67:20 <b>cetera (7)</b> 77:3 158:17 162:7 182:1 193:21 207:15,15 <b>chain (15)</b> 112:25 113:4 120:22 121:3 122:10,11,13,17 124:3 133:3 149:2 150:7 162:10 207:12,17 <b>chairing (1)</b> 35:25 <b>chairman (11)</b> 1:16 54:16 57:7 58:4 113:2 114:8 138:25 173:1,23 212:3 214:2 <b>chairmans (1)</b> 139:12 <b>challenge (4)</b> 100:15,20 130:10 167:25 <b>challenged (2)</b> 205:23,25 <b>challenges (6)</b> 52:18 200:14 201:8,12,24 202:18 <b>challenging (6)</b> 88:1,2 141:17 143:17 145:5 172:22 <b>change (6)</b> 72:22 84:25 95:11 109:3 135:7 143:12 <b>changed (4)</b> 124:21 125:7 200:20 201:4 <b>changes (1)</b> 200:3 <b>changing (1)</b> 172:17 <b>charge (1)</b> 108:3 <b>chasing (1)</b> 148:19 <b>check (17)</b> 47:11 49:3,4,6 54:24 67:17,21 69:1 72:14 84:12 130:9 174:17 176:7,24 189:23 190:18 211:15	<b>checked (3)</b> 181:19 211:2,15 <b>checking (4)</b> 43:3,7 72:13 102:24 <b>checks (3)</b> 52:6 146:23 194:6 <b>chief (6)</b> 57:5 85:17,25 86:8,20 87:9 <b>chosen (1)</b> 137:25 <b>chronology (1)</b> 121:4 <b>chubb (2)</b> 71:16 104:1 <b>circulated (6)</b> 38:12 41:10 58:9,15 84:10,19 <b>circulation (2)</b> 51:13,15 <b>cladding (11)</b> 206:13,14,24,24 207:23 208:11,13 210:13 211:6,12,17 <b>claire (4)</b> 18:6,7 155:21 211:10 <b>clarification (17)</b> 14:22 15:16 23:5,6 28:17 130:15 143:20 156:4 165:16 170:4 171:12,18 172:7,8 178:13 204:12 206:2 <b>clarified (1)</b> 138:20 <b>clarify (8)</b> 14:14,16 66:18 160:7 167:4,12 172:2 190:3 <b>clarifying (4)</b> 168:2 169:6,24 172:5 <b>clarity (9)</b> 22:13 30:2 45:5 46:8 49:15 72:3 73:7,18 80:22 <b>classed (1)</b> 146:10 <b>cleansed (4)</b> 44:21 45:3,15,23 <b>cleansing (2)</b> 45:16 46:5 <b>clear (46)</b> 10:20 20:25 21:25 27:7 28:12 29:15,16 31:18 33:12 34:1 45:10,16 48:22 56:9 62:20 64:19 71:4 73:11 74:15 77:14 88:12,12 89:1 91:4,19 93:9 94:15 98:13 114:11 128:6,25 145:8,15 146:4,17,20 167:18 172:6 174:14,21,21 176:13 177:2 183:17 205:14,15 <b>cleared (7)</b> 87:10 99:14 101:2,7,9 102:1 108:19 <b>clearer (4)</b> 34:13 40:2 73:3 162:21 <b>clearing (3)</b> 62:22 99:20 106:9 <b>clearly (9)</b> 2:17 11:11,15 16:14 78:20 172:15 185:6 200:22 202:13 <b>client (7)</b> 115:11,12 116:16,17 118:14,17,18 <b>close (7)</b> 3:8,10 101:16 103:3 175:18 181:18,19 <b>closed (7)</b> 36:20 45:7,19,19 103:14,23 129:2 <b>closer (3)</b> 161:19 174:16 176:15 <b>closers (22)</b> 131:19,24 132:4,8 139:16 145:1 148:7 149:7 158:23 167:13,16 168:21,24 170:19 174:9,17,22 178:22 191:6,8,9,13 <b>closing (7)</b> 36:22 45:20 70:5 86:4 138:4 158:8 181:9 <b>closure (1)</b> 138:9 <b>cm (1)</b> 27:9 <b>code (2)</b> 25:6 26:6 <b>cold (1)</b> 159:23 <b>collated (1)</b> 82:5 <b>collecting (2)</b> 68:14 100:16 <b>colour (4)</b> 15:3 25:6 26:6 41:17 <b>colourcoding (6)</b> 7:4 14:3 15:12,23 16:4 104:24 <b>coloured (1)</b> 149:8 <b>column (10)</b> 17:18 18:14,14 39:21 61:5,12 77:17 86:15 181:2,3	<b>combustibility (1)</b> 209:13 <b>combustible (1)</b> 209:17 <b>come (21)</b> 1:6 21:19 35:1 47:7 55:15 72:22 80:9 82:2 97:9 102:18 113:9 133:4,4 142:5 155:13 158:9 173:9 203:7 208:19 212:9 213:5 <b>comes (2)</b> 29:17 131:10 <b>coming (10)</b> 22:5 65:12 97:5 112:15 139:22 141:6 166:13 173:24 201:14 213:11 <b>comment (4)</b> 27:18 92:19 185:21 191:22 <b>commented (1)</b> 84:10 <b>comments (2)</b> 126:9 210:25 <b>commercially (1)</b> 134:9 <b>commit (2)</b> 132:10 134:14 <b>commitment (1)</b> 67:14 <b>committed (1)</b> 134:1 <b>committee (40)</b> 2:21 3:21 5:16 10:16 12:10 31:14 32:6 34:18,21,22 35:8,12,19,22 36:1 42:10,11 47:19 54:11,14,19 56:22 58:16 60:6,11 74:1,5 80:16 85:6 86:13 88:8 94:6 106:7 110:18 162:1 168:20 184:5 191:8 199:20 204:19 <b>committing (2)</b> 133:18,20 <b>common (2)</b> 125:3 138:1 <b>communal (6)</b> 2:11 159:4 179:7 183:1,14 189:7 <b>communicate (1)</b> 98:4 <b>communicated (12)</b> 8:16 10:5 29:20 56:7 72:4,17 78:20 84:23 101:14,22 133:13 183:25 <b>communicating (4)</b> 29:21 59:23 68:23 107:4 <b>communication (7)</b> 60:4 97:13 104:4 111:22 112:3 123:18 127:3 <b>communications (1)</b> 96:19 <b>company (3)</b> 57:5 71:14 154:13 <b>compel (2)</b> 132:5 134:4 <b>compiled (1)</b> 95:24 <b>compiling (1)</b> 41:19 <b>complete (16)</b> 2:17,18 32:19,20 33:21 37:15,16 85:21 93:13 103:5,6 108:5 148:12,20 162:4 213:3 <b>completed (30)</b> 31:21,22 36:9,15 37:2,7,19 38:24 93:4 42:22,25 44:18 45:1,21 58:19 60:16 85:18,21 86:1,21 90:20 91:18 94:21 100:12 101:13 104:10 111:22 122:3 148:18 160:3 <b>completely (1)</b> 145:25 <b>completing (9)</b> 77:1 106:19 107:9 123:3,5 127:12 132:9,11 134:15 <b>completion (7)</b> 3:9 59:24 60:7 76:15,20 87:24 207:1 <b>completions (1)</b> 29:22 <b>complex (2)</b> 143:22,24 <b>compliance (11)</b> 5:3 20:6 26:12 43:4,6 52:23,24 68:10 91:24 129:14 162:15 <b>compliance (1)</b> 114:22 <b>compliant (9)</b> 64:22 159:24 161:17 183:8 200:1 202:12 206:25 207:24 208:14 <b>complied (1)</b> 171:23 <b>comply (8)</b> 66:22 160:18 167:13,22 168:4,8 169:15 209:8 <b>complying (1)</b> 36:23 <b>composition (1)</b> 209:14 <b>compromised (2)</b> 126:7 181:17 <b>compromising (2)</b> 150:20	151:1 <b>concern (10)</b> 79:13 85:25 90:18 94:12 98:9 142:17 145:12 151:19 152:14 174:24 <b>concerned (10)</b> 43:21 55:6 57:11 60:2 97:14 133:12 141:3 146:5 147:16 205:22 <b>concerns (12)</b> 70:4,9 100:4 126:4,5,23 127:20,23 137:8 151:20 192:11 195:23 <b>concede (1)</b> 128:25 <b>condition (5)</b> 158:16 160:7 165:14 183:9 198:4 <b>confident (2)</b> 150:20,24 <b>confirm (8)</b> 3:9 47:7 49:6 67:19 119:10 132:3,20 211:6 <b>confirmation (4)</b> 74:13 101:14 156:9,17 <b>confirmed (13)</b> 19:10 44:21,25 52:7 60:15 85:21 91:21 160:19 161:10 200:1,5 204:2,9 <b>conflict (1)</b> 138:17 <b>conformity (1)</b> 209:15 <b>confused (2)</b> 24:9 74:25 <b>connected (1)</b> 115:18 <b>consensus (1)</b> 162:1 <b>consequence (1)</b> 5:2 <b>consequences (1)</b> 63:2 <b>consequential (1)</b> 42:20 <b>consider (6)</b> 46:21 111:21 158:22 185:15 209:24 211:19 <b>consideration (2)</b> 151:3 153:6 <b>considered (6)</b> 136:22 138:7 149:17 152:3 161:11 206:15 <b>considering (2)</b> 196:13 202:22 <b>considers (1)</b> 159:7 <b>constituent (1)</b> 209:18 <b>consultant (2)</b> 52:1 109:20 <b>consultation (1)</b> 200:6 <b>consulted (2)</b> 160:18 204:8 <b>consuming (1)</b> 129:17 <b>contact (3)</b> 69:7,12 151:16 <b>contained (2)</b> 67:3 69:6 <b>contains (1)</b> 163:19 <b>contents (1)</b> 206:21 <b>context (14)</b> 16:7 30:8,9 65:1 140:16 165:9 168:5 172:19 176:23 191:21,23 196:2 210:25 211:18 <b>contingency (1)</b> 110:9 <b>continual (1)</b> 106:8 <b>continue (3)</b> 1:4 57:7,25 <b>continued (5)</b> 1:8,15 38:2 215:3,6 <b>continues (1)</b> 168:11 <b>contract (48)</b> 4:5 9:8,22 32:16 39:23 40:3,19,21 41:2 43:16 44:12 53:8 60:25 61:2,10,18,22 62:2 68:20 71:10,15,19 77:2 79:10 80:1,7 88:15 91:22,25 92:3 93:5,12,18,24 96:2,6,13,25 97:12,19 100:14 101:12 102:12,15,21 103:22 112:4,16 <b>contractor (15)</b> 44:20 53:15 67:13 71:13,15,21 72:19 92:4 96:18,19 103:6 104:1,2 107:5 115:13 <b>contractors (7)</b> 10:4 67:9,10 92:5 96:22 100:17 104:3 <b>contracts (16)</b> 10:2 46:20 49:16 52:20 53:2,8 66:16 67:12 97:16 103:9 111:19 112:2 114:20,22 115:4 186:25 <b>contractual (1)</b> 153:14	<b>contribute (2)</b> 209:11 211:20 <b>control (6)</b> 107:7 109:1 134:1 161:18 207:1 210:1 <b>conversion (36)</b> 16:7,23 45:17 46:19 56:13 65:11 67:16 111:9,15 118:13 120:16 136:24,25 137:10 140:17 141:1 149:19 150:5,11 151:6,22 152:8,24 153:1 157:5 164:23 165:11 190:12,23 192:3 194:17,19,23,24 196:4 211:8 <b>conversations (7)</b> 13:8 28:24 111:17 155:9 185:17,19 187:13 <b>convoluted (1)</b> 129:22 <b>coordinate (1)</b> 159:6 <b>copied (21)</b> 6:9,12 11:7,8 13:24 122:12,17 127:7,8 132:24 133:6 148:2 163:4,8,12,22 164:2 166:4 168:13 207:15 208:15 <b>copy (8)</b> 9:8 74:8 159:17 164:13,15,18,19 206:19 <b>core (1)</b> 209:18 <b>corner (4)</b> 47:18 63:16 99:18 119:8 <b>corporate (12)</b> 12:10 34:22 35:23 42:10 44:3 78:13 80:15 92:19 98:23 100:2,5 204:19 <b>corporately (1)</b> 78:22 <b>correct (20)</b> 7:1,15 40:10 45:10,22,24 56:7 63:22 64:6 69:2 79:7 86:6 102:25 109:11 119:19 141:23 143:5 144:23 161:21 203:1 <b>corrected (1)</b> 135:23 <b>correspondence (2)</b> 112:25 120:23 <b>corridors (1)</b> 138:1 <b>corruption (2)</b> 82:13,16 <b>cost (6)</b> 194:4,14 195:19,22 196:1,11 <b>costs (1)</b> 120:7 <b>costsprocess (1)</b> 120:1 <b>couldnt (10)</b> 21:11 65:22 81:18 89:12 95:8,20 97:4 110:16 111:11 134:13 <b>council (12)</b> 134:6,25 157:7,23 163:17 178:18 185:17,19 191:12 192:2,4,15 <b>counsel (12)</b> 1:15 163:17 166:7 167:11,12 168:17 179:13,16 193:11 204:12 205:12 215:5 <b>counsels (3)</b> 178:13,16 179:24 <b>couple (2)</b> 71:16 200:18 <b>course (4)</b> 34:4 53:17 100:12 154:4 <b>cover (3)</b> 54:17 71:18 212:12 <b>covered (1)</b> 71:1 <b>covers (1)</b> 38:17 <b>create (2)</b> 47:10 48:16 <b>created (2)</b> 4:14 146:9 <b>creating (2)</b> 41:3 72:14 <b>criminal (1)</b> 134:10 <b>criticism (4)</b> 38:6 124:24 134:2,12 <b>crm (6)</b> 3:6 59:6,11,17,25 60:4 <b>crossover (3)</b> 44:8 84:2 104:3 <b>crude (1)</b> 199:5 <b>cs (4)</b> 63:20,24 64:7 67:1 cst00002003 (1) 127:6 <b>cultural (1)</b> 72:22 <b>cure (1)</b> 49:1 <b>cured (1)</b> 183:22 <b>curing (1)</b> 192:20 <b>current (5)</b> 23:22 31:7 76:15,19 122:1 <b>currently (8)</b> 27:3 85:20 121:18 131:20 132:5
---	--	--	---	---	--	--

<p>141:11 145:2 148:10  <b>customarily (1)</b> 94:10  <b>customers (1)</b> 176:8  <b>cut (1)</b> 170:5  <b>cyclical (6)</b> 162:3 165:12  184:16 188:20 189:18,19  <b>cynthia (1)</b> 204:2  <b>cyril (1)</b> 3:7</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>damaged (1)</b> 177:19  <b>daniel (3)</b> 132:2 133:8 148:3  <b>daniels (1)</b> 163:16  <b>dashboard (6)</b> 21:2,10 29:18  34:9,13 105:9  <b>data (21)</b> 22:11 24:14 29:1  44:21 45:2,5,6 53:11 60:21  63:24 64:7 68:14 79:1  82:16 84:12 95:12 100:17  103:19 158:15 162:19  167:7  <b>database (5)</b> 67:3 68:1 69:5  103:3 198:4  <b>databases (1)</b> 67:15  <b>date (23)</b> 10:24 14:4 16:6,6  45:10,11 52:7 63:24  75:2,6,21 77:22,22,25,25  78:5,5 87:14 88:13 108:19  114:19 115:22 180:20  <b>dated (11)</b> 2:2 17:9 50:6  58:11 75:14,23 96:1  109:15 154:11 163:2  208:22  <b>dates (2)</b> 4:9 43:13  <b>david (6)</b> 6:9,12,17 8:5 18:3  122:16  <b>davids (1)</b> 8:6  <b>day (11)</b> 60:22 69:21 106:3  124:4 126:19 127:4 132:24  159:10 166:12,17 173:6  <b>day12220018 (1)</b> 14:19  <b>day12220617 (1)</b> 19:19  <b>daybook (2)</b> 47:17 63:17  <b>days (10)</b> 17:10 40:23  41:16,16,17 106:14 121:6  125:11 131:11 142:8  <b>deadline (4)</b> 62:22 63:3  182:19 192:20  <b>deal (3)</b> 84:4 118:11 187:9  <b>dealing (8)</b> 18:5 58:7 112:5  206:9  <b>dealt (7)</b> 10:18 125:8 149:24  158:15 164:20 193:25  195:3  <b>dear (4)</b> 131:14 148:3 149:5  207:8  <b>debate (1)</b> 142:5  <b>debated (1)</b> 192:18  <b>december (6)</b> 63:13 68:18  69:23 74:23 154:12 163:2  <b>decided (2)</b> 186:3 204:25  <b>decision (7)</b> 143:15 145:6  187:8,10 205:10,15,22  <b>decisions (1)</b> 205:7  <b>decorations (3)</b> 184:16  186:6,15  <b>decs (1)</b> 165:12  <b>deemed (1)</b> 169:12  <b>default (2)</b> 131:25 181:1  <b>defeated (1)</b> 108:25  <b>defects (4)</b> 177:17 182:13  183:21 210:21  <b>defensive (1)</b> 203:12  <b>deferred (2)</b> 153:11,19  <b>deferring (1)</b> 153:24  <b>deficiencies (7)</b> 55:19 56:17  74:10 160:25 181:14  192:20 201:25  <b>deficiency (36)</b> 54:24  55:5,7,10 56:6,20 57:2  58:7,19 59:3,12,15,22,23  60:2,8 75:10 84:8,19,22,24  121:1,4 122:21 142:6  160:11 180:9,13 183:22</p>	<p>185:3,5 200:5 201:15  202:10,23 203:2  <b>defined (4)</b> 14:15 15:17  149:9 169:1  <b>definition (1)</b> 168:23  <b>deform (1)</b> 209:17  <b>degree (1)</b> 110:5  <b>delaminate (1)</b> 209:17  <b>delayed (1)</b> 110:11  <b>delays (2)</b> 70:4 107:4  <b>delighted (1)</b> 135:10  <b>deliver (6)</b> 114:22 133:22  140:6 141:17 145:15  196:24  <b>delivered (13)</b> 100:7 143:2  144:22 157:11 186:4,9,13  189:3 192:12 195:3 197:17  <b>delivering (5)</b> 53:2 137:4  144:18 145:13 147:17  <b>delivery (2)</b> 52:19 188:18  <b>delve (1)</b> 3:22  <b>delsing (1)</b> 15:6  <b>demised (2)</b> 132:2 145:11  <b>demobilised (1)</b> 104:2  <b>department (5)</b> 99:22 104:12  106:18 182:23 196:16  <b>departmental (1)</b> 35:21  <b>depending (2)</b> 55:2 159:5  <b>deriving (1)</b> 54:24  <b>des (1)</b> 162:3  <b>described (8)</b> 48:6 53:19  70:11 80:12 101:11 128:24  129:12 130:21  <b>description (1)</b> 169:16  <b>descriptions (1)</b> 17:19  <b>designed (1)</b> 136:5  <b>desire (1)</b> 162:15  <b>detail (44)</b> 3:23 5:20 8:14  10:18 11:6,7,13,13,22,24  12:1,4,7 13:16 15:6 20:12  23:14 26:2,4 34:24 42:1  45:17 63:12 64:14 74:9  76:6,12,21 77:10 78:11  80:13 81:4,19,19 82:10,17  83:2,5 94:2 103:10 105:13  112:17 134:12 198:7  <b>detailed (11)</b> 3:22 12:15  20:14 25:16 29:20 39:13  101:5 143:2 163:16 167:5  196:3  <b>detailing (1)</b> 167:4  <b>details (3)</b> 11:5 27:21 101:21  <b>detection (1)</b> 159:5  <b>determined (2)</b> 41:18 107:17  <b>develop (4)</b> 34:12 194:8  197:1,10  <b>developed (3)</b> 34:24 81:7  99:11  <b>development (2)</b> 38:16  114:21  <b>develops (1)</b> 125:24  <b>device (1)</b> 138:3  <b>devices (29)</b> 109:5 135:20  138:3,8,11,13,16  141:14 22:12 142:10,15  146:23 155:2 156:23,25  157:13 158:8 168:18  170:24 177:18 178:7,9  179:4 184:14 189:25  197:25 199:1 204:24 205:4  <b>devoted (1)</b> 87:22  <b>dialogue (17)</b> 8:3 23:4 29:23  49:16 70:6 73:22 108:7  111:12 128:4,23 134:6  135:2 136:12 178:18 185:7  194:19 198:2  <b>diary (4)</b> 66:14 70:17 94:19  119:5  <b>didnt (54)</b> 3:24 8:12 12:2  13:24 20:20 21:8 39:10  46:1 47:14 50:16,16  53:21,21 23 54:6,7  55:9,20,23,24,25 69:7 80:5  103:18 105:6,16 123:8  128:7 131:4 135:12,13</p>	<p>139:21 144:12,14 151:5  152:6,16 153:4,4 154:15  155:4,8,13 165:2 170:15  175:11 179:3 182:3 193:7  196:3 199:9 205:24 206:1  211:2  <b>difference (2)</b> 24:4 142:14  <b>different (24)</b> 23:7,16,25  24:5,11 28:25 30:19 36:2  48:23 59:6 61:11 80:21  85:1 95:13 105:22 109:3  135:13 140:25 144:14  146:1 172:9 179:6 188:11  190:22  <b>differently (1)</b> 144:4  <b>difficult (2)</b> 133:2 177:7  <b>diffusely (1)</b> 212:21  <b>direct (51)</b> 20:5 27:17,24  34:14 53:22 72:19 73:4  83:20,24 115:12,14  116:4,5,6,10,14,16,18,21  117:19 118:5,9,15,19  119:1 128:8 137:3 138:17  147:1,5,18 155:11  183:2,16,16 184:2 187:4,8  188:24 190:6,13 195:17  196:21,25 197:4,5,7,10,18  198:12,13  <b>direction (1)</b> 21:2  <b>directly (12)</b> 10:2 11:22  13:12 17:16 22:6 41:21  123:12,19 151:6 156:12  165:5 169:3  <b>director (5)</b> 116:6,7,10  195:15,17  <b>directors (1)</b> 44:6  <b>disable (4)</b> 161:19 175:19  177:1 179:3  <b>disabled (4)</b> 3:23 5:20 8:14  <b>disables (2)</b> 174:15 176:14  <b>disappointing (1)</b> 62:25  <b>disappointment (1)</b> 87:8  <b>disconnected (1)</b> 157:1  <b>discover (1)</b> 87:8  <b>discrete (2)</b> 84:1 188:22  <b>discretely (1)</b> 147:19  <b>discuss (12)</b> 12:15 13:14  19:9 27:9 44:22 46:16  83:25 118:22,25 128:10  159:14 208:12  <b>discussed (13)</b> 5:17 42:9  44:9 63:4 97:24 104:17  123:15 157:17,20,22  184:17 191:8 210:16  <b>discussing (3)</b> 184:25 192:19  206:21  <b>discussion (43)</b> 12:18 41:24  42:2 55:6,13 59:4 62:17  63:10 64:20,23,24 65:9  72:16 84:3 98:23 106:8  111:23 117:25 118:24  119:2 120:3 126:18  130:1,18 137:5  157:10,18,19,25 161:25  176:4 178:11 183:6,12  184:24 185:1,23 186:21  189:14 192:6,14 195:4,10  73:22 106:1,11 123:12  148:24 193:10 197:20  <b>distance (1)</b> 30:8  <b>distinction (5)</b> 24:8,18,19  138:23 139:17  <b>divided (1)</b> 23:19  <b>division (1)</b> 158:15  <b>doc (2)</b> 4:14 208:15  <b>document (70)</b> 4:11,17  5:6,10,13 6:25 7:6,7,20  8:1,10,19 9:1,10,11  10:12,21,25 13:4,19 15:11  19:22 20:21 21:7,11,13  22:3 23:7,8 24:10 31:25  32:5 33:13 34:7,8,16 38:16  39:7,11 40:17  41:8,12,19,21,23,25 42:3  50:9 51:10,22 54:17</p>	<p>58:6,13 59:2 71:24 74:18  75:17 76:19 99:3 100:23  103:7 104:20,21 109:9  110:13 117:5 120:12,15  137:20 178:12  <b>documents (21)</b> 4:7  11:1,2,10 12:6,8,20 13:5  20:9 21:23 22:7 25:1  34:5,7 54:10 75:11 78:2  103:17,18 165:20 179:19  <b>does (16)</b> 17:23 39:8,10,15  56:10 70:18 80:9 87:5  111:16 112:11 120:2 144:2  145:4 156:12 165:22  210:11  <b>doesnt (18)</b> 20:7 23:24  25:14 29:3 33:20 34:10  39:7 42:15 43:17 45:23  72:6 73:20 75:16 95:21  120:5 144:1 162:20 175:19  <b>doing (16)</b> 17:2 23:13 146:18  152:15 165:9,16 167:19  169:17,18 172:14 173:1  196:11 202:15,17,25 203:9  <b>done (34)</b> 11:12  22:9,18,19,20,23 24:22  36:17 48:8 53:10 54:25  55:1 67:11 73:4,15,18 86:9  90:11 102:2 123:9 127:2  142:19 155:10 164:9 168:8  169:14 187:3,3 189:5  192:10,13 194:16 198:12  211:22  <b>dont (181)</b> 5:5,6,8,9,13 7:9  9:19 10:1 11:3 12:13  15:18,19 16:1,6 21:25 23:3  26:9 27:21 28:3,7 30:23  31:11 32:9 33:15 34:19,20  35:5,14 37:24 39:13,14  44:13,15 46:2,3 50:4,10,18  51:4,14,18,19 53:22 55:16  56:13,19,24 57:4,14  58:14,20,22,23  59:5,13,19,20 60:3,9 62:4  63:12 66:8 68:17 70:11,20  75:7,24 76:17 83:15 84:1  87:2,7,7 89:8 91:12 92:20  94:2 98:20 101:8,19  105:4,18 106:3,20 107:16  108:21 111:2,4,8 112:23  115:22 118:13 119:13  121:8 122:23 123:17  128:12,22 130:6  132:6,7,11 133:1,19,21  134:11,15,17,21 135:22  136:24 137:5 141:9,18,24  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10  179:15 180:4,11 183:10  185:13,17,21 186:12  187:5,12 189:23 190:11  191:15,20,20,21  192:3,4,9,16 194:21  195:13,21 196:13 197:12  201:17 203:6 204:20  205:2,5,8,11,18 206:4  211:8,13,23 212:1,2,20  142:12 144:19 145:9,14  146:18,19 149:1,14  150:5,5,11,16 151:20  154:7,16,18 158:1  164:8,13,18 165:4,4  171:3,14 172:12 173:10</p>
---	--	--	---

<p><b>exova (1)</b> 211:15</p> <p><b>expect (4)</b> 37:10 98:22 152:4 156:13</p> <p><b>expectation (4)</b> 87:9 191:7 192:7 210:6</p> <p><b>expectations (1)</b> 87:24</p> <p><b>expected (1)</b> 209:15</p> <p><b>experience (3)</b> 147:17 151:15 171:15</p> <p><b>experienced (1)</b> 147:21</p> <p><b>expert (17)</b> 48:15 69:1 138:21 140:4,11 142:1,1 149:12 153:23 200:13 201:8,22 202:3,25 203:6,11 212:18</p> <p><b>expertise (5)</b> 47:2,4 135:17 136:9 144:12</p> <p><b>experts (6)</b> 73:14 140:21 153:12,20,24,25</p> <p><b>explain (16)</b> 25:11 29:13 54:9 63:8 66:4 94:15 98:12 103:7 118:7 144:5 149:15 152:21 179:12 193:8 196:2,6</p> <p><b>explained (1)</b> 82:22</p> <p><b>explanation (2)</b> 99:24 104:16</p> <p><b>exploration (1)</b> 195:1</p> <p><b>explore (3)</b> 62:15 114:10 168:8</p> <p><b>explored (4)</b> 191:12,24 192:15,17</p> <p><b>exploring (2)</b> 1:19 191:18</p> <p><b>exposed (9)</b> 132:10 133:13,14,14 134:2,9,10,14</p> <p><b>exposing (1)</b> 209:17</p> <p><b>exposure (1)</b> 196:12</p> <p><b>expressed (3)</b> 70:4 139:3 144:3</p> <p><b>expressing (2)</b> 98:9 139:6</p> <p><b>expression (1)</b> 179:11</p> <p><b>extend (1)</b> 178:1</p> <p><b>extension (1)</b> 146:3</p> <p><b>extent (2)</b> 30:18 113:12</p> <p><b>external (9)</b> 126:8 186:6,15 206:20 207:7,10 208:23 209:7,11</p> <p><b>extra (1)</b> 113:8</p> <p><b>extract (5)</b> 8:21 21:16,18 29:8 105:14</p> <p><b>extracted (3)</b> 3:2,16,25</p> <p><b>extracts (1)</b> 22:25</p> <p><b>eye (3)</b> 187:13 192:5 196:9</p>	<p><b>feed (2)</b> 121:19,21</p> <p><b>feedback (1)</b> 199:22</p> <p><b>feel (3)</b> 30:1 70:2 83:12</p> <p><b>felt (23)</b> 34:12 46:22 47:6 144:10 172:2 197:1 200:25 201:2 205:20</p> <p><b>few (5)</b> 6:8 125:11 142:8 170:13 199:7</p> <p><b>field (2)</b> 20:6 138:21</p> <p><b>fifth (1)</b> 184:11</p> <p><b>figure (1)</b> 99:16</p> <p><b>figures (20)</b> 27:21 32:19 40:24 61:12 68:10 79:15,22 90:24 91:7,8 92:19 93:8,13 95:19 97:14 99:16 104:14,15,25 151:21</p> <p><b>file (5)</b> 4:14 9:7,10 17:9 21:22</p> <p><b>final (5)</b> 32:22 50:7 51:20 54:1 122:25</p> <p><b>finally (1)</b> 160:3</p> <p><b>find (9)</b> 6:19 17:2 28:25 40:25 65:23 79:21 190:9 199:14 207:9</p> <p><b>finding (2)</b> 148:5,10</p> <p><b>findings (11)</b> 2:16 50:11,23 52:4 122:6 123:22 131:16 148:16 149:6 206:14,16</p> <p><b>finish (3)</b> 54:17 170:5 173:3</p> <p><b>finished (2)</b> 170:7 212:7</p> <p><b>fire (164)</b> 2:13 5:3 7:11 15:7 19:24 20:2 26:23 31:3 36:7 43:2,7 47:3,10 48:13,14,23 49:4,5,6,11 51:25 52:7 53:13 65:6,13 66:19 67:4,11 72:3 73:8 74:10 76:20,25 84:16,25 86:17,17 87:18 89:13 98:6,24 100:19 102:10 106:15 108:8,19 109:6,21 110:7,10 114:19 120:6</p> <p><b>external (9)</b> 126:8 186:6,15 206:20 207:7,10 208:23 209:7,11</p> <p><b>extra (1)</b> 113:8</p> <p><b>extract (5)</b> 8:21 21:16,18 29:8 105:14</p> <p><b>extracted (3)</b> 3:2,16,25</p> <p><b>extracts (1)</b> 22:25</p> <p><b>eye (3)</b> 187:13 192:5 196:9</p>	<p>181:8,18</p> <p><b>five (5)</b> 77:19,19,19 91:1 113:8</p> <p><b>fix (1)</b> 109:14</p> <p><b>fixings (1)</b> 208:14</p> <p><b>flag (1)</b> 143:25</p> <p><b>flagged (2)</b> 140:11,19</p> <p><b>flagging (6)</b> 36:21 72:2 96:17 138:20 145:8 147:20 137:25 142:8 145:10 146:24 154:23 155:2,5 156:20,22 157:13 159:4,19,21,25 160:4,12,15,18,20 168:18 170:25 176:2 177:16 178:3,8,21 182:13 183:12 184:22 188:6,14 191:5 204:24 209:20</p> <p><b>flats (5)</b> 65:19 89:19 137:15 181:18 209:20</p> <p><b>flatted (1)</b> 170:16</p> <p><b>flow (1)</b> 114:9</p> <p><b>flowing (1)</b> 30:4</p> <p><b>flows (1)</b> 108:12</p> <p><b>focus (16)</b> 31:9 34:23 35:15,17,24 43:5 46:7 52:21 53:1 77:23 87:22 91:19 108:2 125:20 127:23 169:6</p> <p><b>focused (2)</b> 49:22 102:23</p> <p><b>focusing (1)</b> 36:17</p> <p><b>follow (3)</b> 87:5 117:3 142:4</p> <p><b>followed (2)</b> 166:2 211:18</p> <p><b>following (13)</b> 2:12 6:18 75:20 94:23 95:9 126:15 131:15,20 132:8 145:3 155:16 158:7 162:10</p> <p><b>foot (15)</b> 19:4,5 25:8 36:6 40:20 51:23 58:10 84:7 131:9 148:1 159:11 190:2 194:1 203:23 208:6</p> <p><b>footnote (1)</b> 99:17</p> <p><b>forgive (2)</b> 116:8 165:19</p> <p><b>form (6)</b> 20:21 23:7,7 46:24 67:25 187:17</p> <p><b>formal (7)</b> 55:4 56:3,4,11,16 83:11 127:20</p> <p><b>formalise (1)</b> 204:14</p> <p><b>formalised (1)</b> 58:21</p> <p><b>format (5)</b> 23:16,25 24:5 39:22 104:22</p> <p><b>former (1)</b> 6:21</p> <p><b>forum (1)</b> 192:24</p> <p><b>forward (14)</b> 34:24 35:24 36:11 38:6 43:20 68:6 88:24 102:8 125:9 136:25 157:24 160:22 197:2 203:20</p> <p><b>forwarded (9)</b> 132:22,23 147:15 166:6,8,9,10 206:7,18</p> <p><b>forwards (2)</b> 198:11 202:21</p> <p><b>found (3)</b> 181:12 209:13,16</p> <p><b>four (2)</b> 24:22 77:15</p> <p><b>fourandabityear (1)</b> 105:6</p> <p><b>fourth (2)</b> 40:18 209:3</p> <p><b>fra (106)</b> 1:19 2:7,10,11,15 3:1 4:7,8,18,23,25 6:4,14,18,19 9:2,8,22 11:14 14:12 15:3 19:4,9 20:24 21:6 25:13,22 26:2,13 27:11,14 28:18 30:21 31:1,25 32:15,23 36:19,24 37:6,8 38:14 39:20 41:21 43:12 44:11 51:25 52:1,5,12 53:6,7 60:18 61:21 63:13,17 66:12 69:24 70:2,5,24 71:5 76:3,4,14,19 83:25 85:12,13,24 86:4,17 87:25 90:16 91:18 94:10,20 95:17 99:21 104:9,13 106:9,19 107:9 108:5,18 112:1,21 117:12 119:23 120:7 124:7 126:12,13</p>	<p>127:5,9,13,20,21 129:8 130:14 146:11 149:23 158:25 160:6 200:1</p> <p><b>frame (2)</b> 138:4 181:10</p> <p><b>frames (2)</b> 177:19 181:8</p> <p><b>frank (1)</b> 126:10</p> <p><b>fras (24)</b> 7:4 19:11,12,14,22 22:16 23:19 27:2 28:6,6 43:17 46:22 47:21 48:5,22 51:21 85:15 119:20 120:4,15 122:1,6 126:5 162:22</p> <p><b>frequency (1)</b> 161:9</p> <p><b>frequent (1)</b> 106:8</p> <p><b>fresh (2)</b> 23:18 24:12</p> <p><b>friday (2)</b> 6:18 168:12</p> <p><b>front (11)</b> 121:1 146:24 155:5 176:2 178:21 182:13 183:13,13 188:6,14 204:24</p> <p><b>fulham (1)</b> 4:13</p> <p><b>full (4)</b> 21:22 30:9 80:12 172:18</p> <p><b>fully (10)</b> 32:19 85:21 93:13 106:18 159:23 161:17 181:8,9 206:25 210:3</p> <p><b>fundamental (4)</b> 72:1 168:25 169:12,22</p> <p><b>fundamentally (1)</b> 171:8</p> <p><b>further (10)</b> 4:22 28:17 30:20 85:20 117:4 120:25 148:24 161:4 184:17,22</p> <p><b>fyi (1)</b> 207:4</p>	<p><b>giving (7)</b> 12:7 67:19 72:15,25 80:22 129:15 151:7</p> <p><b>glance (1)</b> 162:20</p> <p><b>global (2)</b> 171:9 196:17</p> <p><b>goes (8)</b> 2:24 27:1 65:11 139:10 158:20 161:1,4 203:24</p> <p><b>going (60)</b> 1:4 24:23 29:7,23 34:24 35:24 36:11 38:5 43:20 44:19 47:11 49:16 53:24 57:7 59:25 62:21 67:18,20 68:13 80:2 83:14 88:4 92:4 93:5,7 99:2 109:3 112:19 113:7,15 118:11 125:8 128:10 129:21 133:11 135:2 136:24 137:4 141:7 157:24 160:22 167:2 171:22,23 173:2 179:6 182:1 186:13 188:25 189:17 192:12 195:3 197:2,17 199:12 201:18 203:19 208:22 209:2 212:8</p> <p><b>gone (4)</b> 87:14 100:6 102:13 198:6</p> <p><b>good (24)</b> 1:3,9,16,16,17,18 58:2 79:14 82:23 86:19 126:11 149:8 159:2 174:17 175:14 176:7,17,25 177:6,8,11 179:21,23 214:2</p> <p><b>governance (2)</b> 88:7,9</p> <p><b>governed (1)</b> 118:5</p> <p><b>graham (8)</b> 83:18 84:4 115:15,19,20 116:19,19 207:15</p> <p><b>granular (11)</b> 5:20 13:11,13 23:14 78:11 81:4,19 105:13,25 169:17 198:7</p> <p><b>grapple (1)</b> 123:24</p> <p><b>grateful (2)</b> 113:13,23</p> <p><b>great (2)</b> 90:7 144:1</p> <p><b>greater (4)</b> 45:4 53:12 72:3 80:22</p> <p><b>greatest (1)</b> 169:7</p> <p><b>green (6)</b> 9:3 12:12,22 15:14 77:19 78:2</p> <p><b>grenfell (25)</b> 4:24 18:5,8,22 102:10 114:19 153:11,17 180:10,15 181:1 182:17 183:8 185:3,6 198:18 206:24 207:24,25 208:13 210:14,20,25 211:6,12</p> <p><b>grenfellrelated (1)</b> 18:10</p> <p><b>grip (1)</b> 80:5</p> <p><b>grips (1)</b> 106:18</p> <p><b>grounds (1)</b> 172:14</p> <p><b>group (3)</b> 26:19 92:24,25</p> <p><b>groups (1)</b> 56:25</p> <p><b>guess (1)</b> 201:12</p> <p><b>guidance (8)</b> 138:7,18,18,23 139:9,19 140:1,15</p> <p><b>guide (5)</b> 137:14,18 162:23 177:10 178:1</p> <p><b>guidelines (2)</b> 89:15,16</p> <p><b>gw (2)</b> 76:10 83:17</p>	<p><b>happen (4)</b> 13:7 42:24 83:15,15</p> <p><b>happened (10)</b> 65:7 94:17 95:14 123:19 124:23 125:10 133:3 153:1 157:5 185:22</p> <p><b>happening (13)</b> 8:3 21:3 30:3,9 43:22 68:7 85:3 88:10 103:12 107:25 185:18,23 200:17</p> <p><b>happy (3)</b> 124:18 134:20 208:13</p> <p><b>hard (1)</b> 87:12</p> <p><b>hasnt (1)</b> 213:4</p> <p><b>havent (3)</b> 15:5 29:3 66:3</p> <p><b>having (16)</b> 7:24 28:23 47:10 53:12 62:18 66:23 69:14 73:23 79:6 100:17 120:2 140:25 142:18 146:15 151:21 152:8</p> <p><b>hazlewood (3)</b> 126:14,17 204:6</p> <p><b>hc (1)</b> 200:6</p> <p><b>head (12)</b> 10:3,5,19 11:8 78:20 101:6,21,22 114:20 151:4 158:10,14</p> <p><b>heading (3)</b> 2:7 17:19 184:9</p> <p><b>heads (10)</b> 5:22 20:13 21:14 22:21 28:24 35:15,22 37:17 44:6 116:3</p> <p><b>headway (1)</b> 15:1</p> <p><b>health (72)</b> 2:21 3:21 5:16 10:16 12:10,20 14:8 19:1 26:18 27:2 31:3,14 32:6 34:17,20,22 35:7,11,19,21 36:1,3 37:13 41:7 42:9,10 44:3,24 46:4 49:24 50:7 54:11,14,19 56:22 60:5,10 73:25 74:5 80:15 85:6 86:12 94:6 98:22 106:6,6 108:3 111:19 117:7 123:13 125:21 149:25 151:4 155:11 157:6,21,21 161:25 164:21 168:20 177:24 184:5 186:1 190:18 192:25 193:5 195:16 199:8,20 204:18,19 210:12</p> <p><b>hear (1)</b> 125:17</p> <p><b>heard (1)</b> 51:4</p> <p><b>hearing (3)</b> 1:4,4 214:5</p> <p><b>held (3)</b> 55:13 79:8 117:7</p> <p><b>help (18)</b> 9:14 15:8 20:5 28:5 30:18 64:11 72:14 80:15 116:8 120:11 121:20 158:22 159:9 176:8 197:22 201:4 202:15 211:11</p> <p><b>helped (2)</b> 30:2 77:12</p> <p><b>helpful (17)</b> 22:12 34:10 70:1,16 78:22 81:7,24,25,25 127:21 129:8 147:9,10 159:14 166:18 204:21 213:1</p> <p><b>helping (1)</b> 71:7</p> <p><b>here (48)</b> 15:1 18:5 21:1,3 24:9 26:11 40:23,25 46:9,15 48:15 52:16 65:18 75:1,2,14 79:17 80:17 85:23 102:19 106:21 126:19 132:25 136:13 138:18 142:1 145:12 151:10,25 159:14 165:7,10,11 176:4 178:12 180:24 186:17 187:13 188:9 189:14,24 190:23 193:1 194:20 196:11 201:7 202:7 213:10</p> <p><b>hes (4)</b> 67:20 115:8 128:14 129:11</p> <p><b>hi (6)</b> 6:17 69:25 121:14 127:11 159:13 208:9</p> <p><b>high (34)</b> 2:20 4:20,23 5:19 6:19 18:15,22 19:14 20:11 22:16 23:5,10,19 40:23 41:15 80:24 98:25 105:15 110:4,22 111:11 130:17 131:20,25 141:11,14,16,22</p>	<p>142:16,24 144:6 145:2 146:10 148:6</p> <p><b>higher (5)</b> 11:24 12:7 15:8 22:21 213:9</p> <p><b>highlevel (11)</b> 3:20 5:18 10:8,15 13:4 24:15 25:10 30:1 80:14 105:7,17</p> <p><b>highlight (2)</b> 127:19 139:20</p> <p><b>highlighted (6)</b> 76:4 124:22 159:18 160:2,6,12</p> <p><b>highpriority (2)</b> 42:21,24</p> <p><b>highprofile (1)</b> 208:3</p> <p><b>highrise (1)</b> 187:21</p> <p><b>highrisk (2)</b> 112:1,21</p> <p><b>himself (2)</b> 129:16 139:3</p> <p><b>hinges (3)</b> 136:4 138:6,11</p> <p><b>hint (1)</b> 197:14</p> <p><b>historic (2)</b> 76:11 83:23</p> <p><b>history (2)</b> 29:6 106:2</p> <p><b>hit (1)</b> 66:20</p> <p><b>hold (3)</b> 164:15 167:7 194:11</p> <p><b>holiday (1)</b> 213:25</p> <p><b>home (1)</b> 65:20</p> <p><b>homes (5)</b> 65:19 90:3 114:23 169:2 177:7</p> <p><b>honest (2)</b> 135:23 195:13</p> <p><b>hope (2)</b> 106:4 213:8</p> <p><b>hoped (1)</b> 90:23</p> <p><b>hopefully (1)</b> 162:6</p> <p><b>hoping (4)</b> 92:8 113:7 121:20 213:2</p> <p><b>hour (1)</b> 113:16</p> <p><b>house (5)</b> 4:12 90:8 161:12 199:23 206:15</p> <p><b>houses (1)</b> 170:15</p> <p><b>housing (4)</b> 152:3 157:4,9 190:21</p> <p><b>however (13)</b> 29:19 86:20 98:18 127:20 132:9 156:13 161:25 174:14 176:13,25 199:9 200:4 206:22</p> <p><b>hs (3)</b> 47:18 76:19 85:15</p> <p><b>huge (4)</b> 194:4,14 195:19 196:1</p>	<p><b>ian (21)</b> 158:5,10 159:13 162:12 163:9,11,14,15,21,23 164:24 165:6,9,24 166:1,2,14,25 198:1,3,10</p> <p><b>ians (1)</b> 165:13</p> <p><b>id (14)</b> 22:9 28:25 35:21 42:1 69:18 74:2 97:15 110:15 114:9 117:10 158:24 164:17,18 170:7</p> <p><b>idea (2)</b> 161:23 212:14</p> <p><b>identified (15)</b> 39:11 52:5 54:3 60:7 96:22 103:1 122:6 127:13 129:1 152:9 168:24 170:25 171:7 183:22 202:12</p> <p><b>identifies (1)</b> 154:22</p> <p><b>identify (3)</b> 16:17 48:24,25</p> <p><b>identifying (2)</b> 170:10 177:23</p> <p><b>ie (2)</b> 133:13 175:14</p> <p><b>ill (6)</b> 114:13 137:19 144:8 156:2 158:9 162:23</p> <p><b>illustrated (1)</b> 126:12</p> <p><b>im (97)</b> 14:25 15:4,4 16:22 20:1 22:25 23:21,21 24:3,9,17,18,19,19,23 29:2 31:7 41:20 54:16 58:16,24 63:22 66:5,24 67:6 68:19 74:17,25,25 75:2,7,20,20 75:10,21 97:6 103:20 108:24 109:3 110:17 113:13,23 118:10 119:19 121:2,20 123:3 128:14 133:15 134:20 142:1 145:8,10,25 146:4 150:13 151:2,19 152:4 153:4,5,24 161:1 164:2,11,13,17,17 165:6,9,15 166:3 170:5 173:1,2,2,6 176:12 182:1 183:23,24 184:1 188:1,2</p>
---	---	--	---	--	--	---	---

194:22 195:11,14 204:18 208:21 209:2 212:7,8,11,23 213:2,3,9 <b>imagined</b> (2) 5:17 69:18 <b>immediate</b> (1) 35:3 <b>immediately</b> (2) 4:19 156:8 <b>imminent</b> (5) 44:24 46:4,5 49:23 53:19 <b>impact</b> (1) 200:3 <b>imperative</b> (2) 92:17 101:10 <b>implement</b> (3) 146:25 205:1 210:7 <b>implementation</b> (1) 114:21 <b>implemented</b> (2) 56:18 110:8 <b>implicit</b> (1) 38:6 <b>implies</b> (2) 202:23 203:3 <b>importance</b> (2) 106:9 193:4 <b>important</b> (3) 73:12 161:2 200:21 <b>importing</b> (1) 68:14 <b>impractical</b> (6) 65:19,21 89:21,22 90:3,5 <b>impression</b> (4) 45:23,24 52:10 91:14 <b>improve</b> (6) 26:25 27:17 48:21 107:17,18,18 <b>improved</b> (3) 94:18 95:15,18 <b>improvement</b> (5) 90:23 91:17 92:9 93:3,7 <b>improving</b> (1) 80:19 <b>inaccurate</b> (2) 89:9 201:6 <b>inadequate</b> (1) 181:25 <b>incidents</b> (1) 200:18 <b>include</b> (2) 167:12 194:7 <b>included</b> (8) 91:25 101:2 160:9 167:5,10 177:16 184:16 186:5 <b>including</b> (7) 12:21 31:3 162:3 178:2,9 188:20 207:14 <b>incomplete</b> (2) 2:18 39:8 <b>incompleted</b> (1) 39:16 <b>inconsistent</b> (1) 171:9 <b>inconvenience</b> (2) 90:7 212:10 <b>inconvenient</b> (4) 57:10 113:9 175:16 212:6 <b>incorporate</b> (3) 165:12 186:3 189:19 <b>incorporated</b> (6) 165:18 186:7,14 187:14 188:25 204:13 <b>incorrect</b> (3) 135:24 138:19 139:23 <b>incorrectly</b> (1) 172:16 <b>increased</b> (1) 126:6 <b>increasing</b> (1) 108:16 <b>incurred</b> (1) 195:20 <b>independent</b> (8) 28:2 69:1 128:19 149:12 200:13 201:8 202:3 203:11 <b>index</b> (1) 215:1 <b>indicate</b> (3) 39:7 56:10 58:8 <b>indicating</b> (1) 74:11 <b>indication</b> (3) 34:1 198:16 212:24 <b>indicator</b> (2) 21:2,10 <b>individual</b> (4) 37:17 89:17 94:8 170:16 <b>indulge</b> (1) 113:11 <b>ineffective</b> (1) 177:18 <b>inefficient</b> (1) 129:17 <b>infill</b> (1) 207:22 <b>info</b> (1) 41:17 <b>inform</b> (1) 126:18 <b>information</b> (86) 2:20 3:11 9:25 15:8,20,21 16:2,9 19:8 20:19 21:4 22:1 23:16 24:1,5,7,11,12 25:11,12,15,16,21 26:1,8 29:3,20 30:3,10 32:10 33:1,3,6,10,14 34:23 41:20 42:5,18 45:22 46:8,9 49:15 54:2 68:5,25 69:6,9 72:9,11,12 77:10 78:4,9,24	80:17,19 81:3,5,11,15,23 82:2,7,13 83:12 84:19 103:2 105:12,14,22,23,25 107:4 125:18 129:14,16 135:21 158:16 162:22 165:14 198:5 207:9 209:6 210:2,4 <b>infrastructure</b> (3) 67:14 87:16 106:23 <b>infringed</b> (1) 181:3 <b>inhouse</b> (3) 123:3,5,11 <b>initial</b> (4) 102:22,23 167:5,11 <b>initially</b> (4) 49:13 135:25 152:19 198:2 <b>initiate</b> (1) 148:12 <b>input</b> (3) 41:3 112:13 153:12 <b>inquiry</b> (5) 1:15 114:13 126:1 206:15 215:5 <b>inside</b> (2) 65:19 109:16 <b>insignificant</b> (1) 91:11 <b>insofar</b> (1) 209:9 <b>inspect</b> (1) 205:22 <b>inspected</b> (4) 52:8 161:6 178:10 204:15 <b>inspecting</b> (3) 161:14 178:21 200:9 <b>inspection</b> (30) 65:17,20 88:20,23 89:6 108:8 124:10,22 141:1 152:12 161:9,169:10,20 178:2 179:6 180:10 184:19 185:15 186:19 187:16,20 188:5,13 189:15 190:9 194:3,5 199:12 204:11 205:1 <b>inspections</b> (13) 52:3 63:25 88:19 98:5 168:18 177:12,17 185:8 186:11 189:4,7 194:11 195:19 <b>install</b> (21) 64:23 131:18,23 132:4,8 135:7,20 136:1,14 139:15 140:19,22 141:2,9 142:21,22 145:1 158:8 189:2 191:7 192:7 <b>installation</b> (10) 141:13 146:23 174:9,25 184:14 185:11 194:2 196:17 204:1,9 <b>installations</b> (3) 153:14 195:19 199:5 <b>installed</b> (10) 135:25 152:10 160:3 168:21,24 171:7 190:1 191:11 199:7 207:23 <b>installing</b> (6) 147:2 151:8 176:5 178:7,21 191:9 <b>instance</b> (7) 10:25 11:15 28:16 30:20 112:20 134:3 136:2 <b>instances</b> (2) 169:11 199:10 <b>instantly</b> (1) 46:24 <b>instead</b> (4) 105:23 144:7 169:11,20 <b>instigate</b> (1) 204:11 <b>instigated</b> (2) 7:12 110:10 <b>instructions</b> (2) 168:17 193:10 <b>insufficiency</b> (1) 154:22 <b>insufficient</b> (1) 84:18 <b>intact</b> (1) 175:23 <b>integrated</b> (1) 68:2 <b>integration</b> (1) 68:6 <b>intended</b> (3) 91:25 159:3 179:11 <b>intention</b> (2) 130:22 136:11 <b>interest</b> (1) 32:24 <b>interested</b> (2) 205:18,19 <b>interface</b> (2) 27:9 68:3 <b>interfere</b> (1) 128:18 <b>interim</b> (14) 71:15,17 104:1 110:7,9,21,24 111:5,13 112:20 116:7 118:16 146:12,16 <b>internal</b> (5) 50:7 115:12,12 116:22 126:8 <b>interpretation</b> (3) 140:9 161:3,21	<b>interrogate</b> (1) 84:11 <b>interval</b> (1) 213:10 <b>intervene</b> (1) 30:16 <b>intervening</b> (1) 99:3 <b>into</b> (53) 3:22 8:8 15:6 19:14 22:16 23:19,19,20 34:13 41:3 43:15 46:24 52:20 66:23 68:5,14,25 73:25 77:18 81:7,8 89:19 90:3 91:15 100:6,21 107:2,24 109:4 115:14 118:18,18 121:19,21 151:3 158:3 165:12,18 168:17 172:20 181:8 183:8 186:3,6,7,14 187:14 188:25 189:19 198:3 203:19 204:13 210:13 <b>introduced</b> (2) 109:20 156:24 <b>introduction</b> (1) 2:12 <b>intumescent</b> (1) 159:23 <b>investigate</b> (7) 46:21 47:1 48:10 72:20 73:10,15 200:14 <b>investigated</b> (1) 88:22 <b>investigating</b> (2) 129:23 201:21 <b>investigation</b> (6) 123:3,5,11,15,17 168:15 <b>investing</b> (1) 67:14 <b>investment</b> (6) 158:11 188:17 189:2 197:16 203:15,19 <b>invitation</b> (1) 165:3 <b>invite</b> (2) 212:9,9 <b>involved</b> (18) 11:19 86:3 112:11 118:7 120:13 123:12,19 136:24 137:5 147:14 151:6 155:8 186:21 193:9 194:18,23 195:4 209:19 <b>involvement</b> (9) 53:22 54:1,6,12 64:19 112:7 194:21 198:10,13 <b>involving</b> (1) 70:6 <b>irreconcilable</b> (2) 172:10,12 <b>irrespective</b> (3) 137:24 140:3 169:25 <b>isnt</b> (22) 4:16 7:2 17:21 24:4 29:16 34:10 40:9 47:2 64:18 74:22 81:10 83:18,20 90:6 117:17 143:22,23 146:8,12 151:10 201:10 203:10 <b>isolation</b> (1) 130:14 <b>issued</b> (15) 55:7,10 56:6 67:4 101:10 121:5 124:8 126:16 129:21 160:11 172:18 180:9 200:4 202:10 207:1 <b>issues</b> (36) 13:9,14,15,17 49:21 62:12,19 79:17,19,20 85:5 87:5 94:4 96:20,21 97:17 103:2 112:8 118:12 125:22 128:14 135:1 140:24 151:22 153:11,20 164:22 167:4 172:2 184:25 192:25 193:4 195:2 200:5 201:16 202:22 <b>issuing</b> (1) 201:1 <b>item</b> (30) 4:8 18:4,7,17 20:24 38:13 47:7 54:23 76:1 85:12 86:17,18 88:14 90:16 94:10 99:12,15 144:6,6 149:7,8 152:23 154:22 155:22 156:19 184:9 191:4 193:25 195:9 203:23 <b>items</b> (18) 6:4,14,19,20 10:12 22:7 52:4 61:4 65:13 80:8 94:20 95:17,19 99:14 103:16 146:3 156:4 189:5 <b>its</b> (106) 2:2 17:8 18:7 20:7 26:1,7 29:16 30:4 33:15 39:13,18,22 40:24 42:15 43:1,1, 46:11 49:6	50:5,6,6,8 57:10,12 58:8,11,14 60:14 62:7,8,20 64:7 71:25 73:22 74:22 75:14,25 82:8 87:3 88:4 89:22 90:7 91:4 96:1 97:6 100:12 108:9,10 109:7,14 124:2 126:13 127:6,7 132:18 133:2,4 137:20 138:4 142:1,25 143:20,24 144:20 145:7,7,9,13,14,24,25 146:1,2,8,17,18 151:21 154:4,11,12,13 158:5 161:2 164:10 165:5 166:5,6,12 167:18 171:7 176:24 177:6 180:18 184:11 190:17 193:18 194:5 201:11,17 204:19 208:21,22,24 212:3,5 213:25 <b>itself</b> (5) 4:24 15:3 20:2 122:10 182:17 <b>ive</b> (37) 7:2,18 13:19 28:8,13 31:13 48:8 61:8 70:23 82:22 83:6 91:1 95:1 104:19 111:7 113:2 122:19 130:21 132:17 133:9 134:20 136:20 137:10 139:23 140:15 144:19 145:18 150:7 162:8 163:19,20 164:8 165:25 167:1 174:5 175:5 182:9	<b>J</b> <b>janice</b> (117) 1:25 3:13,17 5:21 6:2,10,13 9:18,24 10:6,19 11:11 13:12 15:22 17:15 20:20 21:22 22:9,15 23:1 28:18,24 29:22 37:13 41:13,14,22,22,24 42:2 46:16 49:13,17 58:12 59:1 66:17 69:10,12,14,23 70:19,21 76:16 82:4,7 101:6 109:15 111:9,16 112:3,16 117:13 120:24 121:11,14 122:13 124:4,6 126:3,18 127:1,2,8 128:5 131:5 132:24 133:6 136:20 137:1,7,10 146:9 148:3,9,16,18 152:25,25 155:16,21 156:4,9,16 157:15 158:6 162:23 163:5,9,11 165:17,22 166:1,10,16 168:12 170:22 172:10 175:5 180:14 183:24,24 198:3 201:13,13,18 206:8,18,21 207:13,19 208:7,17 210:16 211:1,2,8,14 <b>janices</b> (3) 101:15 162:14 163:23 <b>january</b> (29) 58:11 74:1,6 75:15,17,18,19,22,23 80:23 94:7,17 19:21 95:5,6,15,16,17 96:1 99:16 103:17 104:21 106:12 155:18,20 170:23 172:11 184:5 <b>jevans</b> (12) 69:24 70:19 118:20 131:10 132:18,22,23 133:5,6 148:2 149:4 168:14 <b>jigsaw</b> (1) 91:24 <b>ji</b> (1) 200:6 <b>job</b> (3) 48:18,18 129:20 <b>jobs</b> (2) 48:2,17 <b>john</b> (9) 6:3,8,10,12 7:8 10:23,24 11:11 13:10 <b>johnson</b> (9) 161:22 193:20,21 207:3,5,8 208:19 211:20,25 <b>joined</b> (4) 106:12 110:19 115:20,22 <b>joint</b> (2) 193:14,18 <b>jointly</b> (1) 195:17 <b>jonathan</b> (1) 212:20	<b>journey</b> (2) 106:21 107:11 <b>judgement</b> (4) 118:11 130:11 143:17 151:13 <b>july</b> (10) 26:19 27:15 28:16 29:12 32:1,7 36:10 38:17,22 39:22 <b>june</b> (16) 2:2 4:21 9:9 14:4,9 15:10 22:4 29:10 32:4 86:13,13 102:7,8,9 105:5 114:19 <b>juniors</b> (1) 113:6 <b>jw</b> (19) 14:14,16 19:9,10,14 25:24 44:22,23 55:1,2 76:4 84:10 85:14 88:22 117:13 200:5,14,15 204:2	<b>K</b> <b>kctmo</b> (2) 58:6 126:12 <b>keen</b> (7) 37:2 125:16 127:16 129:5 149:20 161:23 196:22 <b>keep</b> (4) 11:12 152:3 173:1 177:6 <b>keeping</b> (1) 100:4 <b>kept</b> (2) 179:23 189:25 <b>key</b> (7) 27:5 28:10 36:14 69:12 71:8 127:23 167:11 <b>keystone</b> (13) 52:6,21 53:11 68:1,2,5,9,15,25 69:5 87:20 129:12 158:17 <b>kind</b> (7) 33:6 34:16 48:23 49:9 71:24 78:24,25 <b>knew</b> (14) 12:17 13:6 14:2 15:12,20 21:19 22:4 23:17 34:4 55:21 78:17 128:4 185:20 202:16 <b>knockon</b> (1) 212:17 <b>know</b> (106) 4:13 5:6,9 7 13:18 15:6 16:1,1 17:1 21:25 27:14 28:7 30:14 34:20 37:24 41:6,12,18 44:14 46:4 50:3 51:2 53:21 55:13,20,23,24,25 56:16,24 57:4 59:18 62:4 66:8 67:20 68:17 69:8 75:24 80:15 81:6 84:15 87:7,21 92:20 94:2 101:7,9,17,19 105:4 110:16 115:22 119:13 123:17 133:2 137:21 140:6 149:11,14,20 150:5,5 151:5 155:17 156:16 157:2 164:2,5,18 167:19 177:20 179:5 185:9,13,14,17,18,21 186:12,16 187:12 188:12 191:15,20,21 192:3,16 197:12 198:17,19 203:6 204:21,25 205:3,5,6,8,11 206:2,5 207:21,25 211:8,23,24 212:2 <b>knowledge</b> (6) 149:15 152:18 205:3,9 206:12 208:10 <b>known</b> (2) 80:4 191:13	<b>L</b> <b>lacking</b> (2) 77:11 78:4 <b>lag</b> (4) 96:23 103:24,25,25 <b>lakanal</b> (1) 206:15 <b>lancaster</b> (2) 32:24 180:15 <b>landlord</b> (3) 161:8 174:17 176:24 <b>landlords</b> (2) 156:23 161:5 <b>language</b> (1) 48:13 <b>large</b> (3) 46:19 94:12 98:9 <b>largely</b> (1) 168:16 <b>larger</b> (5) 100:15,20 188:19 189:10 196:24 <b>last</b> (17) 6:18,22 21:23 22:18 42:5 51:24 60:14 91:20,23 106:3 121:25 122:19 123:22 133:16 176:11,12 209:23 <b>latch</b> (1) 138:5 <b>late</b> (2) 29:8 53:17	<b>later</b> (12) 6:8 19:10 35:1 39:13 69:5 91:22 95:20 148:17,21 154:17,17 158:3 <b>laura</b> (8) 161:22 193:20 194:11 202:5,5 208:19 211:20,25 <b>lay</b> (2) 169:9 188:14 <b>layers</b> (1) 179:6 <b>lead</b> (1) 9:20 <b>leader</b> (2) 160:15 200:10 <b>leadin</b> (3) 62:8 100:11 101:13 <b>learn</b> (2) 56:9 108:1 <b>learning</b> (2) 132:8 144:20 <b>lease</b> (2) 174:8,20 <b>leasehold</b> (11) 132:1,14 133:24,25 141:18 142:22 143:11 145:10 147:17,22 151:8 <b>leaseholder</b> (6) 132:2 134:17,19 145:11 183:13 184:22 <b>leaseholders</b> (5) 134:3 135:5 148:8,13 175:2 <b>leases</b> (2) 167:17 179:17 <b>least</b> (14) 3:3,14 8:19,21 15:13 17:15 22:5 32:25 52:14 92:11 120:13 130:9 139:6 185:14 <b>leave</b> (4) 121:17 133:13 134:2 140:13 <b>leaving</b> (4) 72:8 132:10 175:23 213:10 <b>led</b> (1) 195:9 <b>left</b> (4) 6:21 112:2 120:20 175:14 <b>lefthand</b> (5) 39:21 63:16 99:18 154:20 181:2 <b>legal</b> (12) 139:18 172:3,7,14 174:25 179:18 184:23 185:20 194:6 204:3,13 205:13 <b>legally</b> (1) 191:10 <b>length</b> (5) 39:11 160:14 161:1 162:8 163:21 <b>lengthy</b> (4) 110:6,25 208:21,24 <b>less</b> (3) 26:8 88:20 174:20 <b>let</b> (15) 14:18 19:17 24:10 33:1 40:2 50:20 119:4 134:22 139:25 140:14 151:10 164:4 171:17 188:11 195:5 <b>lets</b> (40) 2:5 10:20 26:18,22 179:5 32:12 40:18 44:16 50:5 51:20 54:13 74:3,18,19 75:13 76:1,18,24 86:12 93:9 95:23 102:7 109:8 112:25 117:4 120:20 121:10 124:2 125:23 131:8 139:8,10,11 147:24 154:9 158:3 166:24 168:11 180:12 183:17 203:22 <b>letter</b> (13) 180:20 183:23 206:19,21,22 207:5,6,9,22 208:18,21,24 210:18 <b>letting</b> (1) 87:9 <b>level</b> (36) 2:20 5:19 10:18 11:5,22,24 12:1,3,6 15:8 16:4 22:22 23:5,10 34:24 42:1 44:5 46:8 53:12 78:13,23 80:24 105:15,15,23,25 112:9 130:11 134:12 148:10 149:13,18 169:17 187:2 189:9 209:7 <b>levels</b> (13) 12:12 15:15 18:19 19:8 20:20 21:5 25:13,21 26:15 109:4 131:2 203:16 209:15 <b>lfb</b> (49) 55:8,11,19 56:17 57:3 58:7 60:7 88:21 120:24 121:5 122:14 124:25 125:17 126:19 136:21 154:5 156:13,21 157:15 159:21 160:10,23	161:3,8 168:3 171:20 172:10,13 176:3 180:9,10 182:12 184:14 194:15 199:22,23,25 200:4,14 201:9 202:4,18 203:4,13 205:17,18,23 206:19 207:6 <b>lfb0000840989</b> (1) 126:1 <b>lfb</b> (13) 109:19,21 126:23 160:14 167:25 168:5,15 170:22 171:9 191:7 192:6 204:23 205:3 <b>lga</b> (4) 137:14 138:18 140:1 177:10 <b>liability</b> (3) 194:9 196:6,12 <b>liaise</b> (1) 88:23 <b>lifestyle</b> (1) 175:20 <b>light</b> (11) 20:23,25 34:5 78:16 109:23 125:23 139:12 153:21 154:9 194:22 204:23 <b>like</b> (39) 9:19 10:11 14:11,25 25:14,15 47:7 55:4 56:2 58:20 62:13 64:9 67:14,21 72:6,7 74:2 92:4,15 95:18 114:9 117:5,11 118:2,13 120:5,16 133:9 137:8,2 140:13 158:24 163:4 174:1 188:1 189:5 197:1 201:23 213:21 <b>likelihood</b> (1) 62:4 <b>likely</b> (3) 62:6 142:23 159:1 <b>likelypossible</b> (1) 160:22 <b>limit</b> (3) 169:11,20 209:10 <b>limitations</b> (1) 128:20 <b>limited</b> (3) 64:19 151:15 194:20 <b>line</b> (16) 14:21 19:19 28:9 47:19 57:7 64:1 90:17 115:1,2 127:2 167:1 168:19 183:7 194:14 195:16 212:5 <b>lines</b> (24) 91:1 111:9 130:18 137:11 158:5,10 162:12 163:9,11,14,21,23 164:5,24 165:6,24 166:1,2,14,25 196:25 198:1,3,10 <b>link</b> (1) 109:5 <b>list</b> (13) 5:1 6:25 8:20,22 12:19 27:8 28:15 29:7 44:19 51:13,15 122:14 181:2 <b>listen</b> (1) 113:5 <b>litten</b> (5) 54:13 88:4 99:17 112:10 119:18 <b>live</b> (5) 53:11 68:10,12 84:9,14 <b>lobbies</b> (3) 138:1 159:4 183:14 <b>local</b> (1) 167:19 <b>locations</b> (2) 32:23 160:1 <b>locked</b> (2) 175:17,18 <b>logistical</b> (1) 159:8 <b></b>
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137:13,23 143:6 145:4 147:24 153:7 155:18 156:1,19 158:3 166:11 180:12 184:4 188:15 191:3 193:16 199:19,21 202:3,15 203:22 207:2 208:21 209:3 210:13,24 <b>looked (21)</b> 5:3 6:25 8:13 10:7 12:6 14:10 17:11 19:2,16 59:4 63:5,6 65:16 71:13 87:1 94:23 109:7,18 129:20 140:22 162:19 <b>looking (53)</b> 5:1 8:6 9:11 11:23 14:24,25 15:2,4 5:5,7 20:4,18 22:1 26:5,24 27:21 28:25 29:6,19 30:14 32:7 48:19 49:10 50:8 53:11 74:25 77:9 78:13 79:10 88:14 103:10 122:24 131:12 136:19 137:21 138:15 140:4,10 150:7 153:18 165:14 176:19 178:12 179:9 182:11 185:24 190:22 197:1,10 202:20 203:10 208:18 <b>looks (24)</b> 25:15 38:19 41:1 58:20 64:9 72:7 80:24 89:3 92:11,15,21 96:13 115:8 120:5,12,16 130:8 133:3,9 150:8 162:25 163:4 192:5 196:9 <b>loop (1)</b> 112:3 <b>looped (1)</b> 8:8 <b>lost (1)</b> 95:1 <b>lot (17)</b> 20:3 49:2 52:17 100:5 103:4 107:23,23 108:2 123:18,18 125:20 136:3 151:16 162:9 187:12 198:21 208:12 <b>lougher (2)</b> 207:5 208:19 <b>low (13)</b> 19:15 20:11 22:16 23:20 41:16 130:17 132:12 142:16 143:9 144:16 146:15 148:6 169:5 <b>lower (3)</b> 79:15 141:15,22 <b>lowpriority (2)</b> 62:12 94:4 <b>lunch (3)</b> 113:15 114:10 120:21 <b>lunchtime (2)</b> 212:17 213:8	21:21 32:16,17,22 37:12 39:23,23 40:3,11,19,21 41:2 43:16 44:12 46:20 49:16 61:1,3,5,10,17,18,22 62:2,3,6 67:9,10 77:2,3 79:10 80:1,7 88:16 91:22,25 93:5,12,13,19,24,25 96:2,6,7,13 99:4,12 100:8,14,25 102:12,15 103:9 111:20 112:2 114:20 149:23 158:15,17 181:13 190:21 193:14,18 <b>manager (7)</b> 6:21 11:17 84:9 97:16 115:1,2 150:1 <b>managerial (2)</b> 116:17 118:15 <b>managers (3)</b> 55:3 74:6 193:2 <b>managing (10)</b> 19:10 22:11 100:16 116:6,7,10 171:25 190:25 195:16,17 <b>manipulated (1)</b> 45:25 <b>manipulating (1)</b> 151:21 <b>manner (3)</b> 52:5,12 127:24 <b>manorsic (1)</b> 70:3 <b>manufacturers (6)</b> 65:15,16 89:10,15,15,24 190:25 195:16,17 <b>manuscript (1)</b> 73:21 <b>many (9)</b> 14:16 16:5 20:10,17 44:23 107:22 159:9 170:15 200:5 <b>march (21)</b> 5:25 6:3,9 7:7 10:23 12:18 20:22 21:7,23 29:8 50:6 52:10 99:10 102:7,13 103:17 104:21 193:15 197:24 199:20,25 <b>marked (1)</b> 20:11 <b>marooned (1)</b> 173:6 <b>martin (51)</b> 1:3,9,11,13 16:16,21,25 17:5 54:18 57:10,13,18,25 58:2 113:5,11,14,20,24 114:3,6 138:22 139:1,5,9 151:24 152:17 166:7,11 173:4,8,13,19,21 190:3,8,13,16 191:1 197:22 198:14 199:16 212:4,13,19,24 213:7,16,18,21 214:3 <b>master (6)</b> 5:1 6:25 8:20,22 12:19 29:7 <b>material (4)</b> 200:2 208:14 209:18 212:11 <b>matter (18)</b> 15:2 39:4 75:25 79:19 85:18 86:2,3,21 87:11 138:14 139:18 143:18 152:2 157:7 163:17 178:19 179:13 192:18 <b>matters (4)</b> 63:7 85:4 87:10 151:12 <b>matthews (35)</b> 30:25 34:21 35:14 44:2 69:24 70:18 86:19 90:18 92:8,14 95:25 97:21,22 99:23 101:10 103:8 104:7,16 118:20 127:3 133:7 147:24 148:25 149:3 151:3 152:25 168:13 192:23 193:23 195:11 197:8,11 207:16,19 208:2 49:19 83:13 84:22 113:8 118:1,12 120:8 129:20 136:13 139:22 172:16 188:16 201:13 <b>mean (58)</b> 5:13 7:18 8:2 15:4 20:1 21:25 29:3 36:23 37:25 38:4 43:20 44:7 45:2 48:5 49:13 53:7 66:13 70:11 72:24 77:14 78:16 79:14,14 80:23 82:8,16 84:2 86:8 89:18 90:2,7 91:19 92:12,19 100:7 108:7 111:16 112:11 117:24 133:14 135:5 136:8 140:16 141:16 143:19	151:15 165:6 171:19 172:9 176:10 179:5,15,15,22 188:8 194:24 203:4 <b>meaningful (1)</b> 92:12 <b>means (3)</b> 126:8 169:4 201:6 <b>meant (7)</b> 38:25 73:16 74:15 80:20 94:19 95:16 196:7 <b>meantime (2)</b> 29:4 111:25 <b>measure (2)</b> 87:18 112:20 <b>measured (1)</b> 87:20 <b>measures (10)</b> 67:5 110:7,9,10,21,24 111:5 146:12 210:9,10 <b>mechanical (3)</b> 115:4 188:21 189:11 <b>medium (9)</b> 6:4,14,19 19:14 20:11 22:16 23:20 41:16 210:7 <b>meet (12)</b> 46:15,17 53:23 54:7 62:21 70:1,16 159:14 184:14 209:15 210:19,23 <b>meeting (130)</b> 5:3 12:19 14:9 16:2,23 17:10 19:2 20:8 26:19 27:8,10 28:3 30:11 32:6 33:4 35:8,11,15,16,20,23 38:12 41:9,11,12 44:4,16,21 45:12 47:15,20 49:18,20 54:11,14,20 55:5 56:21,22 58:9 59:4 60:11,19,21 63:9,13,15,18 65:1 66:1,3,5,7,8,10,12,15,15 69:14,17,18 70:12,19 71:1,6 72:6,7 73:21 74:1,5,7 75:10,18,21 78:12 83:4,11 85:6,8 86:13,25 90:12,14,24 91:8,14 92:9 93:11 94:7,14,23 95:2,3,4,9,23,25 96:9 98:11,23 99:10 104:17 117:7 119:11 120:6 121:16,21 126:9 147:13,13,15 155:17 157:22 170:24 184:5 185:2 189:17 192:5,18,24 193:14,18 194:25 195:1,6,13 196:1,10 197:23 199:20 <b>meetings (23)</b> 1:20 2:21 29:17,24,25 31:14 33:7,11 35:18,25 36:3 42:11 44:9 53:5 56:22,23 58:16 106:6,7 123:18 155:20 157:6 197:6 <b>member (1)</b> 49:7 <b>members (4)</b> 1:7 17:18,14 112:4 137:2 <b>memory (7)</b> 50:15 64:18,18 66:13 68:3 119:4 120:5 <b>mention (4)</b> 59:2 68:21 85:23 208:1 <b>mentioned (1)</b> 96:11 <b>message (1)</b> 211:25 <b>met (9)</b> 44:22 49:18 66:17 83:24 126:3 172:8 178:15 186:16 202:15 <b>microscopic (1)</b> 8:14 <b>middle (1)</b> 77:17 <b>midjune (1)</b> 104:12 <b>might (23)</b> 17:2 23:1 32:9 50:20 62:11,11 65:5 66:14 84:25 107:13,13 130:15 134:8 158:21 159:14 162:20,22,23 186:2 189:2 203:23 212:15,25 <b>migrating (1)</b> 68:4 <b>millett (41)</b> 1:14,16 16:15 17:6 54:13,19 57:6,12 58:3,4 112:24 113:7,12,13,22,23 114:7,8 138:22,25 139:4,8,10 152:18 166:5,9,12 173:1,6,22,23 190:2 191:2 199:17,18 212:2,5,16,20 213:24 214:2 <b>mind (3)</b> 31:19 46:17 138:23	<b>mine (3)</b> 171:12,12 189:10 <b>minute (32)</b> 14:12 15:18 16:7 19:1 25:7 27:22,25 31:17 35:8 53:19 56:2,13,20 60:10 75:3,21,22 76:1 82:19 83:16 94:11 95:21 96:12 97:22 98:7,8,17 117:6 170:23 191:4 192:4 201:6 <b>minuted (3)</b> 92:15 201:11,17 <b>minutes (29)</b> 6:8 26:18 31:14 32:7 36:6 44:16 48:7 49:23 66:3 71:2 74:20 75:4,5 85:8 86:13 87:1 89:9 90:13 94:22,22 113:8 155:18,23 156:19 184:4 193:16 198:15 199:19 201:12 <b>mirrored (1)</b> 126:13 <b>misread (1)</b> 98:8 <b>misreading (1)</b> 119:19 <b>missing (4)</b> 63:2 121:2 177:18 198:19 <b>mistake (2)</b> 145:18 152:20 <b>mitigation (1)</b> 210:10 <b>mix (1)</b> 199:3 <b>mixed (1)</b> 198:23 <b>mmhm (2)</b> 93:16 99:19 <b>mobilisation (3)</b> 68:20 97:12 102:20 <b>mobilised (3)</b> 67:9 96:24 97:19 <b>mobilising (6)</b> 53:15 71:10 79:25 93:4 102:22 104:2 <b>moment (10)</b> 10:13 57:9 102:7 113:3 117:17 143:3 158:10 173:3 200:25 212:6 <b>monday (2)</b> 119:11 213:25 <b>monitor (5)</b> 37:22 54:25 59:15 69:3 87:18 <b>monitored (9)</b> 36:11 37:5,6,11,20 38:5,7 43:19 59:25 <b>monitoring (6)</b> 37:12 55:1,18 59:2 78:21 112:15 <b>month (2)</b> 52:9 206:7 <b>months (48)</b> 39:3 43:13 79:12 85:18 86:1,25 87:10 88:16 89:1,2,2 90:25 91:16 92:10,13,22 93:19,20,21,23,25 94:13 95:7,9,10,19,20,21 96:6,8,9,14,15,16 97:1,9,23 98:10,15,17 99:8 101:2 102:16,17 103:22 107:3,5 185:2 <b>morebick (51)</b> 1:3,9,11,13 16:16,21,25 17:5 54:18 57:10,13,18,25 58:2 113:5,11,14,20,24 114:3,6 138:22 139:1,5,9 151:24 152:17 166:7,11 169:14 170:24 175:22,24 187:14 189:23 192:10,13,16 201:2 202:5 203:16 <b>needing (1)</b> 192:14 <b>needs (9)</b> 27:7 28:14 34:2 36:10 37:4 38:5 43:19 88:21 176:22 <b>negative (1)</b> 188:2 <b>neighbourhood (1)</b> 32:22 <b>neutral (1)</b> 130:10 <b>never (11)</b> 5:12 10:11 106:18 107:8,14 108:19,24 110:14 127:1 137:10 150:11 <b>newly (2)</b> 67:9 97:19 <b>next (23)</b> 6:6 18:7 27:16 39:19 47:20 58:5 61:1 64:1 85:6 86:12 90:12,24 92:9 94:14 95:2 98:11 99:9 121:22 132:24 162:24 203:22 209:22 212:18 <b>nobody (4)</b> 140:19 188:7 194:5 197:5 <b>noncoloured (2)</b> 149:18 152:23 <b>noncompliance (1)</b> 31:20	130:23 162:4,6 170:14,16,20 190:25 <b>move (1)</b> 73:25 <b>moved (2)</b> 96:16 100:1 <b>movement (3)</b> 62:1,2 96:14 <b>moves (1)</b> 109:4 <b>moving (2)</b> 120:8 206:7 <b>ms (5)</b> 59:8 92:14 95:25 126:19 136:21 <b>much (30)</b> 15:1 29:24 35:18 53:12 57:19 58:2 79:15 98:24,25 100:15,20 108:15,15 113:20 114:6 116:17 142:17 145:4 150:8 162:25 173:13 196:24 197:10 210:18 212:5,25 213:1,18 214:2,3 <b>numble (1)</b> 113:2 <b>must (6)</b> 21:19 79:12 84:21 97:6 138:13 156:23 <b>myself (2)</b> 66:16 78:14	<b>N</b> <b>n (1)</b> 17:18 <b>naked (2)</b> 192:5 196:9 <b>name (7)</b> 4:14 9:7 17:9 86:15 116:3 119:15 184:6 <b>namely (2)</b> 9:3 151:25 <b>names (1)</b> 80:13 <b>narrative (2)</b> 88:10 103:11 <b>nature (10)</b> 18:16 19:9,12 21:5 25:13,22 26:2,4 108:10 170:14 <b>necessarily (4)</b> 8:13 50:18 147:1 152:16 <b>necessary (11)</b> 22:15 30:17 55:3 82:10 83:10 124:12 170:2 177:3 179:4 183:7 210:7 <b>necessitating (1)</b> 125:14 <b>need (45)</b> 14:22 15:16 36:17 37:25 43:15 59:10 61:1 81:22 84:3,11 87:4 90:20 91:17 94:15 98:12 121:19 124:9 130:2 136:22 140:19 146:15 160:2,12 162:20 167:3,4,13 170:10 171:23 174:21 179:24 184:13 185:10 190:24 191:11,24 192:1 194:8 202:25 203:8 204:23 205:4 210:8 212:15,25 <b>needed (46)</b> 8:15,16 12:4 13:17,23 23:14 30:16 31:17 36:21 38:2 39:1 46:10,23 72:20 73:4,8,15,18 79:17 86:8 99:24 103:1 104:9 112:7,7 125:6,7 135:7 140:4 162:2 164:19 165:11,17 168:8 169:14 170:24 175:22,24 187:14 189:23 192:10,13,16 201:2 202:5 203:16 <b>needing (1)</b> 192:14 <b>needs (9)</b> 27:7 28:14 34:2 36:10 37:4 38:5 43:19 88:21 176:22 <b>negative (1)</b> 188:2 <b>neighbourhood (1)</b> 32:22 <b>neutral (1)</b> 130:10 <b>never (11)</b> 5:12 10:11 106:18 107:8,14 108:19,24 110:14 127:1 137:10 150:11 <b>newly (2)</b> 67:9 97:19 <b>next (23)</b> 6:6 18:7 27:16 39:19 47:20 58:5 61:1 64:1 85:6 86:12 90:12,24 92:9 94:14 95:2 98:11 99:9 121:22 132:24 162:24 203:22 209:22 212:18 <b>nobody (4)</b> 140:19 188:7 194:5 197:5 <b>noncoloured (2)</b> 149:18 152:23 <b>noncompliance (1)</b> 31:20	<b>noncompliant (3)</b> 160:6 202:13 206:23 <b>none (8)</b> 32:25 93:19 95:10 96:11 97:23 99:15 101:1 186:12 <b>nonne (5)</b> 115:25 116:9,13,14 118:4 <b>nor (1)</b> 39:15 <b>normally (1)</b> 35:16 <b>note (12)</b> 18:21 21:4 63:14 66:14 72:6,7 73:21 74:7 85:24 113:2 185:14 197:14 <b>notebook (2)</b> 63:15 65:25 <b>noted (2)</b> 76:7 86:19 <b>notes (6)</b> 47:15 65:25 66:1 71:6 94:11 119:10 <b>nothing (2)</b> 13:3 193:7 <b>notice (37)</b> 56:6 57:2 59:3,22 74:23 121:5 142:7 154:5,11,14,22 155:5,7,10,16,23 156:9 159:17 160:11,24 162:17 163:2,7,25 164:7,25 165:23 166:21 180:9,12,13 182:7,22 183:22 185:3,5 200:5 <b>notices (30)</b> 54:25 55:5,7,10,10 56:17,20 58:7,19 59:12,15,23 60:2,8 64:20 75:10 84:8,20,22,24 121:1 122:21 126:15 172:18 201:1,15 202:10,23 203:3 204:5 <b>notification (2)</b> 55:7 168:15 <b>notified (1)</b> 55:19 <b>noting (1)</b> 54:16 <b>notwithstanding (2)</b> 91:15 92:17 <b>november (25)</b> 4:24 45:1 54:14,21 60:16,19,21 61:7,16 62:22 71:6 109:15 121:12 126:3 127:4 131:11 132:24 141:7 146:9 149:4 180:8,21 182:5 183:17 193:9 <b>number (27)</b> 5:19 10:8 38:1 46:19 47:17 73:13,13 85:14 92:12 94:12 98:9 104:13 106:24,25 108:14,15,15,21 127:12,13,16 129:5 130:19 175:4 197:24 202:9 209:5 <b>numbers (5)</b> 2:22 32:3 60:22 81:8 177:10 <b>nut (1)</b> 190:23	<b>O</b> <b>obligation (2)</b> 139:18 176:24 <b>obligations (3)</b> 140:5 172:6 178:14 <b>observations (1)</b> 180:25 <b>obstacles (1)</b> 66:20 <b>obviously (7)</b> 20:1 44:7 70:17 100:12 125:3 147:14 210:25 <b>occasion (2)</b> 3:22 200:4 <b>occasions (2)</b> 11:1 22:24 <b>oclock (2)</b> 213:19 214:1 <b>october (18)</b> 53:18 65:7 120:23,25 121:6,7 126:7 158:3,5,6 162:11 163:14 164:1,5 166:2 167:1 168:13 185:10 <b>odds (1)</b> 171:19 <b>offences (1)</b> 168:16 <b>office (1)</b> 68:11 <b>officer (2)</b> 161:15 200:9 <b>often (1)</b> 62:7 <b>oh (1)</b> 174:5 <b>okay (14)</b> 7:21 21:16 43:14 57:17 62:4 75:7 76:18 77:15 166:15,18 170:8 173:12 213:6,15 <b>old (12)</b> 45:6 88:16 89:1 90:25 92:10,13,22 93:19 95:19,21 96:15 97:1	<b>older (4)</b> 85:17 86:1,21,24 <b>omit (1)</b> 45:25 <b>once (4)</b> 90:8 99:25 101:13 162:19 <b>onerous (1)</b> 88:20 <b>ones (2)</b> 16:11 70:11 <b>ongoing (13)</b> 27:7 28:14 70:6 72:16 108:7,9 112:15 122:4 133:25 185:6 190:8 199:12 202:21 <b>oni (1)</b> 4:15 <b>online (1)</b> 67:21 <b>onto (3)</b> 169:3,3 178:22 <b>open (3)</b> 7:6 169:4 191:10 <b>opened (1)</b> 7:25 <b>opens (1)</b> 169:3 <b>operating (1)</b> 192:22 <b>operation (2)</b> 34:19 157:5 <b>operational (15)</b> 14:9 19:1 26:18 32:6 34:17,20 36:2 106:5 112:5,9 117:7 119:11 156:25 157:12,21 <b>operations (3)</b> 35:12 58:15 88:8 <b>opinion (11)</b> 50:25,25 150:16 151:7 163:17 171:16 178:13,16 179:16,24 210:17 <b>opposed (3)</b> 35:12 75:3 89:6 <b>option (2)</b> 137:25 194:7 <b>options (9)</b> 190:17,20 191:11,14,19,23 192:1,14,16 <b>order (16)</b> 2:13 46:25 59:14 72:19 83:24 109:24 128:19 161:4 167:13 169:19 175:22 183:8 184:14 202:3 203:12 205:17 <b>orderbuilding (1)</b> 167:14 <b>ordered (1)</b> 99:23 <b>orders (2)</b> 27:4 129:21 <b>organisation (17)</b> 6:22 11:18 22:20 56:7 76:10 78:15 82:1,23 84:23 88:9 99:1 137:2 189:9 193:1,3,6 196:25 <b>organisations (1)</b> 160:19 <b>organise (1)</b> 27:10 <b>origin (1)</b> 209:20 <b>original (3)</b> 19:22 136:4 199:1 <b>others (7)</b> 21:20 70:7 104:8 137:20 150:3 182:1 207:14 <b>otherwise (5)</b> 56:12 60:7 152:21 177:6 186:8 <b>ought (3)</b> 23:12 152:1 202:22 <b>ourselves (3)</b> 1:24 132:10 146:19 <b>outcome (2)</b> 23:3 51:3 <b>outcomes (1)</b> 130:23 <b>outgoing (2)</b> 92:3 96:18 <b>outliers (1)</b> 199:8 <b>outlined (1)</b> 126:4 <b>outset (3)</b> 106:22 115:10 194:18 <b>outside (5)</b> 127:21 129:8 195:3 197:15 204:17 <b>outstanding (96)</b> 2:22 11:14 18:17 19:9,12,14 20:24 21:6 22:7,16 23:19 25:13,22 26:2 27:15 28:18 30:21 31:15,25 32:20,25 33:21,21 37:6 38:14,19,20 39:1,4,8,12,24 40:4,13,21 41:1 42:14 43:12 44:11 54:3 61:4,6,7,14,15 62:19 65:10 74:9 76:11,13 77:4 79:11 80:6,7 81:1 82:18 83:23,25 85:15 87:10,25 90:19 91:6,10 93:14,14 94:13,14,20 95:7,17 96:2 98:12,15,16 99:5,7,14,15,20,22 101:1 102:6,9,12 103:16 104:13,25 105:8,9,10
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<p>raised (14) 48:2,9 70:10 79:20 90:18 93:10 94:12 124:19 125:22 126:4 127:1,17 129:6 200:8 raising (1) 100:4 range (1) 93:20 rate (1) 133:10 rather (24) 5:19 11:25 15:6 45:24 46:21,25 47:9 48:9,15,17 49:6 52:23 67:18 71:11 72:13,19 91:11 118:18 129:13,21 133:23 148:6 196:22 200:24 rating (5) 110:1 141:13,21 143:13 152:20 ratings (1) 110:22 rbk00000313 (1) 51:9 rbk00000531 (1) 50:6 rbk000005314 (1) 50:22 rbk000005316 (1) 51:22 rbk00014072 (1) 193:17 rbk000140721 (1) 197:3 rbk000140722 (1) 193:24 rbk00026888 (1) 208:22 rbk000268882 (1) 209:22 rbkc (17) 50:1 53:5 161:23 167:3 184:18 193:15,17,20 195:18 196:11 204:2,8,13,25 205:3,6,13 rbkcs (1) 205:10 rd (6) 26:25 27:2,3,9,16,20 re (2) 158:21 168:14 reached (1) 93:4 reactive (5) 52:24 189:24 196:23 200:25 201:2 read (31) 7:25 28:8,13 48:3 50:16 52:11 70:23 91:1 98:17 110:14 111:7 122:19 139:25 140:1,3,15 144:1 145:7 161:1 162:8 163:19,21,25 164:10 175:5 176:12,23 182:2 208:22,24 209:2 reading (5) 27:25 120:15 162:17 164:10 165:1 reads (2) 148:11 207:7 ready (4) 1:11 57:25 114:3 173:19 realise (1) 125:11 realised (2) 21:20 56:10 realistic (4) 87:25 142:18,23 144:21 reality (5) 26:11 89:12 106:17 170:13 203:10 really (39) 30:11 34:11 36:4 45:23 49:14 52:13,16,22 65:23 70:1,16 71:17,18,19 75:20 80:2 87:12 89:12 108:1 125:9 133:1 139:22 143:5 144:1,23 152:14 153:19 155:8 165:6,7 182:10 185:21 190:16,23 194:21 195:13 200:21 202:4 205:19 reason (12) 7:2 9:23 26:14 51:12 100:9 120:6 145:10 146:4,14 151:18 152:8 178:16 reasonably (2) 174:16 213:8 reasons (5) 85:1 113:14 131:21 145:3,3 reassessment (1) 149:12 rebecca (7) 120:24 121:11 123:1 125:25 155:17 156:12,21 recall (22) 5:7,9,13 7:9 9:11 30:23 31:11 33:6 39:14 44:13 50:10 111:8 112:19,23 118:13 120:18 142:5 165:4 191:25 206:14,18,20 recategorising (1) 146:2 receipt (1) 155:16 receive (8) 3:16,18,24 7:20 21:15 41:8 127:17 129:5</p>	<p>received (18) 7:24 8:21 10:7,25 11:2 13:1 18:1 20:22 21:12,13 57:2 60:6 83:6 142:7 164:5 166:16 185:4 191:7 receiving (2) 51:17 163:6 recent (4) 2:19 152:11 161:12,25 recently (5) 53:14 124:10 161:17 199:7 207:23 recipient (1) 6:10 recognise (5) 9:17 17:14 61:20,25 150:16 recognised (2) 86:10 105:24 recognising (3) 87:3 142:25 202:7 recollection (15) 4:2 16:24 28:2 30:11 32:13 33:3 46:18 50:21 91:12 97:17 120:2 130:5,6 156:3 206:22 recommend (1) 148:14 recommendation (7) 89:10 131:18 141:9,24 145:1 148:11 159:3 recommended (1) 140:22 recommending (1) 194:11 recommends (1) 178:2 record (8) 4:11 58:24 75:25 82:8 131:15 157:20 199:9 201:18 recorded (9) 19:6 35:10 37:15 56:4,21 71:23 74:8 103:5 206:3 recording (1) 205:12 records (5) 31:17 47:8 56:20 158:1 200:11 recreate (1) 195:5 rectified (1) 177:19 red (15) 4:23 9:3 12:12,22 15:14 16:5 18:15 20:11 17:19 109:25 110:21 144:6 146:10 149:18 152:22 reddest (1) 16:19 redone (1) 26:15 reds (3) 14:17,23 16:18 reduce (7) 16:13 89:5 110:7 127:16 129:5 144:9 146:14 reduced (8) 106:24 132:12 141:14,22 142:16 143:9 144:7,16 reducing (3) 38:1 108:15 130:19 reduction (4) 60:25 61:3,9,21 refamiliarise (1) 109:9 refer (2) 36:25 135:19 reference (11) 22:8 49:23 75:9,16,22 132:13 143:10 181:7,21 184:21 198:15 referenced (1) 204:7 references (1) 159:18 referred (6) 97:8 117:16 153:22 161:14 206:15 207:22 referring (6) 5:21 65:18 76:14 115:8 128:15 206:23 refers (7) 61:17,18 70:23 71:23 115:1,7 156:10 reflect (1) 148:12 reflected (5) 19:23 131:17 140:13,14 203:17 reform (3) 2:12 161:4 167:14 refurbishment (1) 153:10 refuses (1) 134:19 regard (1) 204:1 regarding (8) 121:16 122:1 126:5 129:14 157:7 174:21 185:8 207:10 regards (3) 55:18 148:22 208:16 regeneration (3) 4:9 106:18 197:16 regime (5) 88:20,23 89:6,7,8 regimes (1) 185:16 register (1) 102:25</p>	<p>regret (2) 212:7,10 regs (5) 65:1 167:14 210:20,22,23 regular (13) 10:7 11:10 31:16 88:6 184:19 185:15 186:19 187:16,20 188:5,13 189:14 190:18 regularly (1) 178:9 regulation (5) 148:6 168:9 169:15 171:13 172:24 regulations (9) 66:22 159:24 170:19 171:14,23 202:16 206:25 209:9,16 regulatory (5) 2:12 138:24 149:9 161:4 167:14 reinstated (2) 180:2,4 reinivorated (1) 34:22 reiterated (1) 90:19 relate (8) 28:6 88:17 95:22 158:13 related (8) 8:22 65:11 74:10 79:18 97:11,23 116:13,24 relates (2) 43:16 99:16 relating (5) 75:10 94:3 97:7 207:10 213:13 religion (21) 19:8 20:19,24 21:5 22:23 25:12,21 44:12 74:10 96:17 97:1 98:1 99:6 147:21 153:10 183:10 200:8,18 206:16,17 211:12 relationship (2) 125:2 172:1 relatively (1) 161:17 relevant (10) 3:17 12:21 45:20 55:3 84:8 159:4 171:1 184:1 202:2 210:2 reliable (4) 149:21 150:18,23 210:4 reluctance (1) 195:18 remains (2) 156:25 176:6 remained (5) 39:4 85:17 97:2 175:21 199:21 remains (1) 200:1 remedial (1) 111:13 remedials (1) 71:10 remember (98) 11:3 12:13 14:6 16:6,21,22,23 23:3 28:3,22 32:5,9 34:16,19 35:5,14 36:13 45:17 49:20 51:14,17 55:16 56:13,19 58:14,17,20,21 59:1,5,12 60:5,9 63:12 64:15 66:7 67:7 69:17 70:11 74:24 76:16,17 84:21 94:2 98:20 101:3 102:4 111:2,4,5 113:17 116:3 117:24 118:24 119:2 120:9 121:4 122:20 123:10 134:3 135:22,23 136:3,17,20 139:2 142:6,11,12 147:12,12,13 154:4,6 157:25 163:6 164:14 165:4 166:20 171:3 180:8 182:4,7 183:6,10,11 184:24,25 185:1 191:21,23 193:12 195:12,13 208:18 211:13,14 remembering (1) 30:8 remind (3) 45:11 121:3 124:9 204:17 remit (4) 187:18,23 197:16 204:17 remove (4) 48:20 67:22 148:17 177:1 removed (5) 45:15 157:1 161:7 175:14 199:11 removes (3) 174:15 176:14 180:1 removing (2) 46:12 88:22 renew (3) 134:5,18,22 renewal (1) 134:24 renewals (1) 133:25 renewed (1) 135:11 repair (17) 110:11 174:17 175:14,15,24 176:7,17,25 177:5,6,8 179:21,23 186:22 187:2 189:25</p>	<p>196:23 repaired (1) 183:15 repairs (80) 27:17,24 40:7,8 83:20,24 84:5 114:23,25 115:3,4,7,8 12:14,18,25 116:4,5,6,9,10,13,14,16,18,21,23 117:19 118:5,5,9,15,19,22,25 119:1,20 120:4,14 137:3 145:21 146:16 147:1,5,18 155:11 179:2,4 183:1,2,7,16,19,20 184:2,3 186:9,10 187:4,6,8 188:9,23,24 189:6,11 190:6,13,19,19 195:17 196:21,25 197:4,5,7,10,18 198:12 repeat (1) 61:8 repeatedly (5) 28:19 81:11 104:8 105:21 175:18 rephrase (2) 24:20 171:17 rephrased (1) 24:22 replace (1) 138:11 replaced (9) 59:6,7,17 160:4 161:7,13,17 198:25,25 replacement (3) 191:6 197:25 210:2 replacements (1) 146:22 report (36) 3:2 5:18 20:2,13 22:22 29:16 31:15 39:13,18 48:24 50:5,7,12 51:5,14 74:9 76:6,13,14,21 77:6,9 80:12 82:17,24 83:3 94:23 105:13 107:6 116:11 121:20 148:17 158:21 159:6 177:5 180:4 reported (20) 12:9 31:16 44:5 55:5 56:21,23 68:11 101:6 104:19 105:15 115:14,15 116:19 118:19 158:18 175:14 179:2,4 190:4 197:21 reporting (4) 96:23 107:5 175:23 183:6 reports (22) 2:20 3:5,16,18,19,20,22,23,25 5:15,21 10:6,8,15 12:9 28:18 54:1 60:5 101:5,22 164:24 211:16 reposition (1) 1:24 represented (1) 44:4 reprioritisation (2) 23:21 24:25 reprioritise (2) 16:10,12 reprioritised (1) 25:4 request (13) 8:20 25:14,16,25 26:1,3 30:18 35:3 81:10 84:14 109:19 171:18 173:10 requested (2) 82:8 148:15 requests (2) 78:25 128:1 require (3) 65:17 174:22 197:25 required (33) 2:11 3:25 20:14 22:14 23:10 31:8 67:15 77:13 84:15 87:6 110:7 111:1,14,24 112:13,21 139:18 141:2 142:20 145:21 146:11 153:13 156:11,14,14 168:2 170:17 171:13 174:16 181:24 183:25 184:17 204:5 requirement (22) 65:3 88:19 89:23,24 131:23 135:19 136:1,7,14 139:4,7,15 149:9 156:21 157:3,8,16 159:19 160:24 170:22 171:9 194:6 requirements (15) 14:15 15:17 65:15,16 89:5 138:24 139:9 140:10 168:1,4,5 179:19 184:15 186:17 209:8 requiring (4) 94:4 148:7 161:5 191:13</p>	<p>rerate (2) 150:2,9 resident (2) 157:1 161:18 residents (3) 42:21 177:1,4 resist (2) 169:10,19 resistance (3) 138:5 181:15 192:6 resolution (1) 65:23 resolve (2) 11:20 49:21 resolved (4) 46:10 99:24 112:7,9 resolving (2) 79:21,22 resources (5) 89:6 110:6,25 128:20 169:8 resourcing (1) 90:6 respect (21) 8:19 21:20 67:4 112:21 114:25 115:2 120:25 121:5 123:16 137:9 141:13 144:1 154:5,14,23 177:11 180:9 182:17,18 187:10 201:5 respectively (2) 93:15 175:1 respond (5) 125:21 166:25 168:3 190:5 201:16 responded (2) 136:21 164:8 responding (1) 100:3 responds (2) 148:1 207:19 response (14) 23:1 124:2,4 127:15 147:24 159:10 162:14 163:21,23 200:7,10 208:7 211:11,20 responsibilities (2) 114:18 195:15 responsibility (37) 12:4 31:5 117:23 147:2,7,10 157:12 161:20 170:9 174:18 175:7,9,11,23 176:10,16,20 177:4,23 178:20 179:1,12 183:16 185:13,25 186:1 187:7,22 188:9,13,13,17,22 189:10 193:5,8 204:20 responsible (40) 2:23 5:22 9:20 11:8,23 30:25 31:2,3 37:18 44:6 67:10 69:8 111:10,16 114:20 115:3,17,25 116:9,23 118:1,4 147:6 149:23 153:12,20 175:13,21 176:1,1 177:25 178:7 181:12 183:18,21 184:3 186:22,25 188:4,7 responsive (29) 40:7,8 84:4 114:22,25 115:3,3,7,8,18,25 116:9,12,23 117:14,22 118:5,8,22 119:20 120:4,14 183:20 186:9,10 187:6 188:9 189:6,11 192:5,17,25 25:88,8 156:11 158:9 rested (1) 176:17 result (4) 73:19 144:20 155:9 157:19 resulting (1) 209:18 resume (2) 57:18 113:16 retaining (1) 203:11 rethink (1) 145:20 retro (1) 148:7 retrofit (2) 136:7 159:25 retrofitting (2) 64:23 185:8 retrospective (3) 65:2 136:1 167:15 retrospectively (5) 65:4 131:24 135:20 136:15 139:16 review (19) 3:23 7:11 13:16 63:13,18 66:12 121:20 129:14 129:15,19 131:15 148:17 157:23 184:9 200:13 201:8 203:7,23 204:3 reviewed (10) 27:2 29:4 30:10 63:4 70:12 74:14 76:10 83:22 126:14 204:7 reviewing (8) 5:16 16:2 70:2,24 201:11,14,24,24</p>	<p>reviews (2) 52:1 122:2 rewording (1) 145:24 rge (1) 71:13 rid (1) 92:17 righthand (5) 47:18 61:5 64:1 119:8 181:5 rigorous (1) 87:15 rise (1) 169:5 risers (1) 181:25 rising (3) 136:4 138:6,11 risk (101) 5:3 6:4,14,19,20 7:11 15:7 18:17 19:24 20:2 26:23 31:3,20,20,22 36:7,22 39:15 42:20 43:2,7 47:3,10 48:13,14,23 49:5,11 51:25 53:13 56:8 65:13 66:19 72:4 73:8 76:20,25 78:6,16 80:5,16,25 86:17 87:19 89:13 92:2 98:6,24 100:19 104:24 105:7 108:8 109:4,24 110:8,22 126:10,24 127:18 128:19 129:7 130:3,11 131:1,1 134:10 136:12 138:21 140:12,17 143:17 144:12 145:5 149:12,17 150:3,9 151:11,13,13 152:10,20,22 160:2 169:1,7,12,21 170:10 171:1 179:7 191:10 206:23 209:25 210:6,4,8,12,14 211:7,19 risks (8) 27:7 28:12 29:15 31:18,18 33:13 48:24 206:13 risky (1) 105:11 road (1) 4:13 robert (10) 85:25 87:24 88:3 92:17 133:7 148:2 149:3 193:22 207:3 211:24 robust (2) 74:11 76:7 role (14) 8:17 36:1,2 115:11 116:13,15,16,17 118:14,15,18 158:13 165:13 203:14 roles (1) 114:18 rolling (1) 122:3 room (2) 57:16 173:11 roughly (1) 157:25 round (1) 55:21 route (8) 8:17 23:5 105:22 181:9,13,15,17 183:3,14 routine (3) 52:3 57:14 189:4 routinely (2) 11:6 13:25 row (1) 38:19 rro (4) 161:21 167:23 176:1 182:15 run (10) 2:20 3:4 5:25 69:21 100:12 133:11 134:24 158:4 165:19 189:1</p>	<p>184:5,10 186:1 192:25 193:5 195:16 196:12 199:8,20 200:4,10,13 201:8,9 202:3 203:11,23 204:4,18,19 205:13 206:3 210:9,12 211:15 sakula (1) 212:20 same (23) 18:6 29:10 37:21,22 39:22 44:1 53:21 69:21 81:10,15 96:8 97:2,6 117:16 124:3 127:4 145:24 146:1 159:10 181:20 183:4 191:4 200:1 sample (1) 21:23 sat (1) 27:22 satisfied (2) 42:4,4 saw (30) 8:21 10:11,12,14 21:16 29:8,9 38:16 39:22 50:18 51:5 54:10 60:13 71:1 72:7,8 73:21 75:11 94:18 97:14 99:3 103:17 140:24 146:8 147:20 151:16 154:7 163:2 182:7 201:13 saying (16) 19:6 27:19 31:17 46:11 75:24 80:20 98:17 103:20 116:12 125:17 141:24 144:25 172:23 175:20 176:12 201:19 scaffold (2) 62:9 124:9 scale (2) 188:19 189:10 scene (1) 195:5 schedule (7) 77:16 117:14,22 118:8,22 156:5 180:25 scheme (1) 199:24 schemes (1) 210:3 scientific (3) 149:21 150:18,23 scratch (1) 199:14 screen (7) 4:19 13:6 32:2 68:11 174:2,4 180:22 scroll (4) 4:21 6:6 32:12 58:10 scrutiny (4) 53:12 116:18 194:8 197:15 seals (1) 159:23 second (18) 14:13 47:19 73:20 86:15 99:12,15 109:22 119:6 124:14 127:7 129:4 155:1 174:3,3,7 181:3,20 206:9 secondly (1) 15:12 secretary (2) 57:5 154:13 section (5) 85:12 109:16 155:1,25 191:4 sections (2) 84:23 199:21 sector (2) 107:20,25 see (222) 1:23 2:3,17 3:13 4:10,17 22:26 6:1,7 7:6,18 9:9 10:11 11:10 13:1,5,22 14:12,20 17:18 18:4 19:5 24:15 25:18,23 26:20 27:5 28:4,9,10 30:12 32:2,12,14,19,25 33:24 35:9 36:6,7 37:4,22 38:17 39:21 41:8,15 42:13 43:9,12 44:11,17 46:1 47:17,18,22 48:12 50:8,16,20,23 51:6,12,15,21,23 54:20 55:6 56:1 58:10 60:16 61:1,2,4,10 62:10,21 63:14,17,19 68:8,11 69:11,22 70:17,22 74:8,20 75:8,14 76:12,12,21,24 77:20 78:4,23 79:10 80:16 82:17,18,23 83:2,5,16 85:8,23 86:15 90:5,13,16,23 91:2,7 92:8,8 93:12,15,17 94:8 96:1,5 97:1 99:4,6,11,13,17 100:13,24 102:11,15 104:20 109:22 110:3,19 116:12 117:8 119:4,7,8,8,15 121:10 122:7,12,14 123:6,20,21</p>
---	--	--	--	---	--	---

125:23 127:9 128:7 130:8	<b>seriously (1)</b> 107:22	<b>singled (1)</b> 208:1	211:5,8	149:11,15,21	<b>supplemental (2)</b> 2:1 59:8	164:21,21 177:25
131:2,7,8,10,22 139:8,10	<b>served (1)</b> 154:5	<b>sir (51)</b> 1:3,9,11,13	<b>specifications (1)</b> 191:5	150:2,8,19,24 151:2	<b>suppose (3)</b> 68:21 117:24	186:1,5,8,13,25 188:10,24
149:2 151:10	<b>service (21)</b> 5:22 10:3,5,19	16:16,21,25 17:5 54:18	<b>specifics (5)</b> 27:22 28:3 62:5	152:1,18 153:2 200:6	177:15	189:6,7 190:5 193:14
154:12,14,15,17,20,21,23	11:8 20:13 21:14 22:21	57:10,13,18,25 58:2	92:20 112:23	210:17,24 211:2,5	<b>sure (43)</b> 7:14 17:13 24:3	194:20 199:8 200:10
155:4,8,20,23 156:2,6	27:18 28:24 35:16,23	113:5,11,14,20,24 114:3,6	<b>specified (1)</b> 2:18	<b>stokessic (1)</b> 131:15	29:1 36:15 38:2	203:18
157:18 158:18,20 159:10	37:17 44:6 65:14 66:20	138:22 139:1,5,9 151:24	<b>speculate (1)</b> 16:1	<b>stood (3)</b> 60:21 135:23	45:9,9,18,21 46:14 58:16	<b>teams (39)</b> 2:22 3:4 7:15
162:11 163:5,8,10 164:3,7	89:14 95:22 98:4 114:22	152:17 166:7,11	<b>speed (4)</b> 52:16 67:23 73:2	172:15	66:13 69:1 70:7 71:10,11	8:22 10:17 11:23 12:4,21
165:7,22 166:17,25 174:3	126:11	173:4,8,13,19,21	209:10	<b>stop (2)</b> 13:3 113:15	74:17 75:7 77:23 87:13	17:21 22:18,23,24
175:4 176:9 179:10	<b>serviced (4)</b> 46:13 47:8 90:9	190:3,8,13,16 191:1	<b>spell (1)</b> 151:10	<b>stopped (1)</b> 198:8	100:16 103:13 110:17	29:20,21 32:16 33:17
180:7,17,19,21,24	103:1	197:22 198:14 199:16	<b>spent (1)</b> 103:9	<b>stopping (1)</b> 12:25	125:1 128:14,25 143:21	37:14 39:24,24 40:1
181:2,6,22 182:3,4	<b>services (7)</b> 4:9 68:10 78:21	212:4,13,19,24	<b>split (3)</b> 19:14 22:15 25:24	<b>story (1)</b> 168:11	151:2,19 152:4 153:4,5	43:21,25 44:1,3,8 62:18
184:6,12 186:18	186:11 189:7 190:20 204:3	213:7,16,18,21 214:3	<b>spoke (4)</b> 49:13,14 97:15,15	<b>strand (3)</b> 73:5,7,20	164:17,17 171:23 172:24	76:20 77:2 80:12 82:6,9
193:20,21,25 194:14 195:5	<b>servicing (2)</b> 52:20 98:4	<b>sister (1)</b> 126:14	<b>spoken (1)</b> 160:14	<b>strands (1)</b> 73:6	174:12 179:3,20 203:17	94:14 98:11 99:23 100:4
197:3 198:14 202:4,9	<b>set (18)</b> 7:4 8:15 15:22 20:23	<b>site (10)</b> 47:9,12 67:18,20,22	<b>spread (8)</b> 181:24 206:20	<b>strategic (5)</b> 114:21 157:6	205:15 210:2	111:10,16 112:16 148:19
207:12,18 208:7 209:23	26:13 40:4 42:25 46:7 77:2	124:16,17 127:18 129:7	207:7,11 208:24 209:10,20	158:11,15 188:17	<b>surely (1)</b> 15:2	<b>technical (3)</b> 99:13 100:25
211:16 213:18	114:17 126:19 138:16	130:3	210:11	<b>strategies (2)</b> 153:12 211:16	<b>surmise (1)</b> 101:17	171:14
<b>seeing (8)</b> 5:10,13 9:12 15:3	140:24 145:3 146:19 161:9	<b>sits (1)</b> 163:18	<b>spreadsheet (15)</b> 2:10,14,19	<b>strategy (14)</b> 109:7 146:9	<b>surveyed (1)</b> 160:7	<b>telling (3)</b> 28:1,1 78:8
30:10 53:3 163:7 166:20	177:11 182:22	<b>sitting (1)</b> 213:25	3:1,5,7 4:16 9:7 13:19 14:4	168:25 169:23 171:8,19	<b>surveying (4)</b> 6:5,15,20	<b>tells (1)</b> 80:3
<b>seek (3)</b> 136:8 184:22 209:9	<b>sets (5)</b> 4:17 18:14 159:16	<b>situation (4)</b> 31:7 143:22,23	15:14 17:7,8,24 19:23	184:10 188:18 194:7	21:18	<b>ten (1)</b> 52:7
<b>seeking (5)</b> 16:10 139:17	161:18 162:8	203:7	<b>spreadsheets (14)</b> 3:14,16,25	204:7,13 205:13 206:3	<b>surveyors (1)</b> 160:7	<b>tenancies (1)</b> 179:18
163:17 169:9 191:17	<b>setting (4)</b> 24:11 132:7	<b>six (16)</b> 85:18 86:1,25 87:10	9:17 10:11 13:12,13,14,18	210:6	<b>suspect (3)</b> 62:14,15 198:6	<b>tenacity (4)</b> 167:17 174:8,10
<b>seem (2)</b> 34:19 136:2	136:9 200:7	89:2 92:13,22 93:23	14:3 17:14 20:10 22:4 23:3	<b>streamline (6)</b> 47:13 48:6,18	<b>swapped (1)</b> 96:18	179:1
<b>seemed (3)</b> 124:18 151:17	<b>seven (1)</b> 17:10	95:7,19 97:9 102:17	<b>sprinkler (6)</b> 65:14 79:19	66:17 70:13 130:21	<b>synthesis (1)</b> 39:11	<b>tenant (10)</b> 174:15,19
200:20	<b>severyear (1)</b> 189:20	103:22 107:3,5 131:11	89:14,17 90:9 97:7	<b>streamlined (4)</b> 49:22 71:8	<b>synthesising (1)</b> 34:8	175:8,10,12 176:10,14,21
<b>seems (5)</b> 27:23 145:7 188:1	<b>several (2)</b> 160:3,10	<b>sixmonth (2)</b> 77:15 78:3	<b>sprinklers (11)</b> 64:5,10	128:6,25	<b>system (23)</b> 11:20,21 12:23	178:23 179:12
195:25 201:22	<b>shafts (1)</b> 181:25	<b>sixmonthly (1)</b> 178:2	65:9,17 66:21 72:8 88:17	<b>streamlining (5)</b> 44:22	20:23,25 34:6 53:11	<b>tenanted (3)</b> 90:2 147:19
<b>seen (40)</b> 9:16 15:10,13	<b>shall (3)</b> 147:16 166:11 213:25	<b>sixyear (1)</b> 186:15	89:20 90:9 93:21 98:5	46:16,18 49:9 73:17	59:6,7,17 60:4 74:11 76:7	160:5
17:23 18:9 21:15 22:3,3	<b>share (1)</b> 175:22	<b>size (2)</b> 198:16,22	<b>staff (5)</b> 74:6 76:9 186:12	<b>street (1)</b> 169:3	78:17 79:4 80:20 87:20	<b>tenants (9)</b> 161:13
25:2 28:19,20 29:6,10	<b>shared (2)</b> 100:5 159:21	<b>sj (1)</b> 84:10	190:20,21	<b>strengthen (2)</b> 200:12	89:14 109:23 123:25 124:1	175:1,13,22 178:25
31:13 36:3 49:23 50:19	<b>shed (2)</b> 22:23 194:21	<b>skills (1)</b> 12:3	<b>stage (23)</b> 8:19 19:10,21	203:12	126:6 129:12	179:3,23 180:1 190:9
51:10 52:14 53:19 54:3,10	<b>sheltered (1)</b> 199:24	<b>slightly (4)</b> 109:3 113:15	20:15 31:6 53:3 67:6	<b>strengthening (1)</b> 80:18	<b>systems (10)</b> 65:14 87:17	<b>tend (1)</b> 100:10
58:13,16 65:25 66:3 71:6	<b>shepherds (3)</b> 206:17,17	129:22 169:17	68:2,13 92:2 93:2 96:20	<b>strike (2)</b> 81:2,14	89:17 97:7 99:13 100:25	<b>tendency (1)</b> 175:15
93:3 97:5 101:1 104:8	209:14	<b>slipping (1)</b> 38:3	102:23 105:14 107:12	<b>string (2)</b> 163:18 165:21	122:5 123:21 159:5 206:14	<b>tenure (1)</b> 9:1
124:17 125:5 129:4	<b>shes (1)</b> 92:15	<b>slowly (2)</b> 106:4,4	120:13 122:22 136:23	<b>strips (1)</b> 159:23		<b>term (5)</b> 16:18 94:3 138:14
153:21,22 163:20 182:9	<b>shift (3)</b> 178:22 202:7,13	<b>smaller (1)</b> 108:15	137:7 147:5 166:21 204:10	<b>strong (4)</b> 107:12 149:7,18		189:21 210:7
204:25 209:5	<b>short (7)</b> 57:14,23 114:1	<b>smallscale (1)</b> 189:5	210:15	152:23	<b>table (1)</b> 60:24	<b>terms (26)</b> 8:14 18:17 43:3
<b>sees (1)</b> 161:19	138:14 151:9 173:17 210:7	<b>smoke (3)</b> 126:7 159:23	<b>staircases (1)</b> 126:8	<b>stronger (2)</b> 100:21 107:21	<b>taken (21)</b> 34:3 73:8 79:7	62:19 79:19 92:6 96:20,23
<b>self (11)</b> 131:24 132:4	<b>shortly (4)</b> 9:1 12:18 35:1	181:24	<b>stairways (1)</b> 138:2	<b>strongly (1)</b> 209:24	88:11 101:12 103:12,21,21	105:7,8 128:8 130:21
139:16 148:7 149:7	141:1	<b>socialled (1)</b> 35:12	<b>stance (3)</b> 204:23 205:3,7	<b>structure (1)</b> 136:5	154:1 174:15 176:14	134:7,23 141:4 167:16
181:18,19 191:6,8,9,13	<b>shortterm (1)</b> 110:8	<b>solicitor (1)</b> 167:3	<b>stand (1)</b> 201:22	<b>structured (1)</b> 71:20	180:17 181:4 182:12,20	172:17 174:8,10,20 176:9
<b>selfcloser (1)</b> 185:11	<b>should (32)</b> 23:19 74:11 75:6	<b>solution (1)</b> 97:25	<b>standard (2)</b> 29:16 89:5	<b>struggling (3)</b> 67:6 123:24	185:9 194:19 197:15	179:7,7,16,17 202:9
<b>selfclosers (27)</b> 121:2 122:22	76:7 78:13 83:14 85:18	<b>somebody (8)</b> 46:1,1 83:14	<b>standards (10)</b> 64:3,10,12,25	188:2	198:21 201:12 205:6	<b>test (2)</b> 89:16,19
136:15,22 155:5 159:25	86:1 98:14 103:16 110:20	144:5 180:1 195:25 202:14	88:18 89:8,23 156:14	<b>subject (12)</b> 6:4,14 53:6 59:3	<b>takes (1)</b> 90:12	<b>tested (1)</b> 90:9
161:6,10,24 169:11,20	113:5 123:9 131:24	205:25	203:16,17	69:24 120:14 127:9 130:2	<b>taking (7)</b> 31:5 36:19 52:21	<b>testing (2)</b> 209:13,16
170:10 182:13 184:12,19	138:2,4 141:14,22	<b>somebodys (1)</b> 65:20	<b>start (8)</b> 1:25 9:1 20:22 85:1	158:6 168:14,17 207:6	106:4,11,14 108:13	<b>text (1)</b> 184:11
186:19,24 187:10,17,21	148:5,11 160:16 168:16,21	<b>someone (1)</b> 190:4	91:22 136:11 169:6 212:22	<b>subprioritise (1)</b> 16:10	<b>talk (6)</b> 57:15 81:18 82:9	<b>thank (30)</b> 1:7,12,13
188:14 192:7 198:17,20	171:10 172:3,5 176:11	<b>something (48)</b> 11:20 20:4	<b>started (5)</b> 34:16 45:4 53:17	<b>subsequent (1)</b> 124:19	113:17 120:6 176:9	57:19,21,21 58:2
204:2,10 10:4	177:16 180:17,21 201:3	21:1 30:19 34:13 44:8 47:2	102:21 115:23	<b>subsequently (1)</b> 126:16	<b>talked (1)</b> 66:11	113:19,20,24 114:6,8
<b>selfclosing (38)</b> 109:5 135:20	204:11	50:20 60:12 62:13,16 64:8	<b>starting (3)</b> 109:19 185:15	<b>substantial (6)</b> 27:12 51:1	<b>talking (4)</b> 3:19 27:23	152:17 166:18
138:3,3,10,13,16	<b>show (16)</b> 12:12 14:18 19:17	72:19 73:15 78:9,17 82:20	199:13	53:10 90:23 91:17 92:9	108:24 144:17	173:12,13,15,20,21,23,24
141:14,21 142:9,15 146:23	32:3 50:20 60:12 74:2	90:1 107:23 108:23 112:12	<b>starts (1)</b> 203:22	<b>successful (2)</b> 99:20 109:20	<b>tall (2)</b> 206:19 208:23	191:1 199:16
152:20 154:23 155:2	79:22 81:5 114:14	118:2,12 119:23 123:23	<b>stated (3)</b> 52:6 153:10	<b>sufficient (4)</b> 3:8 86:24 125:5	<b>tandem (1)</b> 42:16	213:1,17,18,20,22 214:2,3
156:22,23 157:13	117:5,11 121:3 122:10	133:9 134:1,13 141:15,22	161:15	161:12	<b>target (5)</b> 34:11 40:23 41:16	<b>thanks (2)</b> 124:6 159:9
159:19,22 160:13,16,21	137:18 205:17	149:24 151:2 152:2 164:19	<b>statement (11)</b> 2:1 59:9	<b>sufficiently (1)</b> 160:8	93:23 169:7	<b>thats (91)</b> 4:2 7:1 8:5 13:2,7
161:16 168:18 170:24	<b>showed (11)</b> 6:11 7:10 14:5	165:5 172:24 178:22 186:7	74:2,16 75:5 114:13	<b>suggest (13)</b> 24:24 26:11	<b>targeted (1)</b> 189:24	17:20 19:25 20:3,18 22:22
177:18 178:7,9 179:4	15:11 20:10 21:7 49:25	188:25 189:3,24 190:3	125:25 126:20 136:13	34:4 56:14 86:23 132:12	<b>targets (3)</b> 19:15 22:17	26:3,9,16 30:3 40:10 41:17
191:14,18 194:2 197:25	163:2 165:8 166:14 170:23	196:23 197:9 202:24	153:8 206:9	143:9 144:16 145:19,25	37:19	46:11 47:1 48:10 59:9
198:9 199:1 204:24 205:4	<b>showing (5)</b> 1:25 3:25 12:6	203:3,4,4	<b>statistics (5)</b> 14:12 60:18	153:25 205:12 210:1	<b>task (1)</b> 48:17	61:11 63:22 65:6 66:24
<b>semantics (1)</b> 201:23	34:5 60:21	<b>sometimes (5)</b> 13:7 84:24,24	95:23 99:2,9	<b>suggested (8)</b> 19:7 25:20	<b>tea (1)</b> 174:1	69:13 75:11 77:9 78:8
<b>send (6)</b> 3:2 117:13,13	<b>shown (7)</b> 7:18 13:19 132:17	175:16,19	<b>stats (3)</b> 19:4 95:24 117:12	27:8 168:20 189:19 201:20	<b>team (146)</b>	80:11 82:25 83:7,18 87:7
148:20 163:13 193:10	136:20 150:8 166:5 167:1	<b>sort (21)</b> 10:14 11:5,7,22	<b>status (1)</b> 122:1	204:6,12	3:2,14,17,18,21,23,24	88:15 92:15 94:7 97:15
<b>sending (4)</b> 13:12 46:25	<b>shows (2)</b> 7:3 18:16	12:3 32:10 33:10 34:23	<b>statute (1)</b> 139:18	<b>suggesting (19)</b> 17:2 36:19	4:3,5 5:19 8:5,6 9:20	99:10,11 101:18 102:13
121:11 122:13	<b>sic (1)</b> 191:10	54:2 67:14 72:21 77:9	<b>statutory (8)</b> 131:23 135:19	37:5 48:22 129:11,20	10:3,4 12:15,21 13:8	106:1 109:10 117:13,16
<b>sends (3)</b> 6:12 162:12 207:13	<b>side (10)</b> 43:10,11,11,11	89:11 92:21 129:18,23	136:10,14 139:4,6,15,21	141:12,21 143:12,14 144:7	15:9,21 17:16,19	118:17 123:4,22 129:17
<b>senior (1)</b> 193:2	64:1 153:14 154:21 181:5	151:17 177:24 189:8	<b>steer (1)</b> 20:5	166:7 178:24,25 200:11	18:1,2,3,3 19:10	130:16 131:11 138:25
<b>sense (4)</b> 75:16 76:25 78:1	188:18 195:10	196:21 203:15	<b>step (1)</b> 1:22	201:7 202:2,14 203:11	20:9,13,15,16 22:5,6,20	139:22 141:5 143:1,5,24
115:10	<b>sideways (1)</b> 1:22	<b>sorts (1)</b> 33:11	<b>steps (2)</b> 69:3 198:22	<b>suggestion (14)</b> 16:8 46:15	23:13,13 27:9 29:1,19,22	145:12,16,18,22 146:12
<b>sensible (1)</b> 201:23	<b>sight (3)</b> 5:15 78:13 124:7	<b>sought (3)</b> 28:17 156:4	<b>sticky (1)</b> 79:19	143:4 144:11 153:25 154:2	31:2 32:15 35:15 37:13,19	150:10 152:4,5 153:1
<b>sent (21)</b> 3:13 5:6 7:7 9:24	<b>signed (2)</b> 58:12 132:19	185:20	<b>still (36)</b> 26:24 27:14 29:13	171:6,12 172:7 184:15	39:21 40:4,9,19,21 41:7	157:18 158:12 163:8
12:10,21 21:23 84:8	<b>significant (34)</b> 2:16 20:12	<b>sounds (3)</b> 14:24 95:18 213:7	39:10 42:13 61:6,7,14,15	200:16 204:16,20 206:5	61:17,18,22 62:2,3,6	165:15 166:18 168:1
122:16 128:11 132:18	52:4,13,23 56:8 73:12,13	<b>source (2)</b> 82:13 129:21	79:11,17,23 81:2,16 83:12	<b>suggestions (2)</b> 70:13 172:4	63:2,4,5 66:16 67:19 72:4	169:16 176:18,22 178:24
133:5 136:19 13						



theyve (1) 124:21	149:16 150:3,10,25 152:19	tmo100100665 (1) 43:9	179:12	undertook (1) 149:11	188:7,8 192:23 193:2	22:17,18 23:10 27:4 48:10
thing (7) 68:21 114:11	154:13 156:10 157:4	tmo100100666 (1) 43:10	transferred (2) 115:14	unfortunately (1) 161:3	194:17 195:4	62:9 73:3,3,11 90:3 91:25
145:25 146:1,13 189:21	158:11 168:15 174:25	tmo10011191 (1) 60:20	116:18	unless (7) 39:13 56:9 95:11	way (47) 2:14 23:12 24:11	101:13 108:17 132:5,9,11
202:21	175:9,25 176:18 177:23	tmo100111912 (1) 61:2	transferring (1) 176:9	144:10 150:23 164:8	28:25 30:13 33:2 36:2	133:22 134:15 139:21
thinking (1) 212:23	178:6 179:5 182:12,14	tmo10011452 (1) 54:15	transparency (1) 30:2	186:14	37:24 45:16,25 55:21,24	141:18 143:1 148:13,18
thinks (1) 144:5	184:17 185:7,15	tmo100114524 (1) 54:22	travel (1) 209:10	unnecessary (1) 47:12	66:21 68:22 72:3,5	151:17 172:13 184:17
third (14) 28:9,17 32:24 52:1	191:7,10,17 192:7 193:21	tmo10011910 (1) 76:18	treatment (1) 126:5	unqualified (1) 115:9	79:21,21,23 80:18,21	196:21
72:20 85:9 94:8 109:23	194:10 195:18 196:7,11	tmo100119102 (1) 76:24	trellick (1) 4:21	unreliable (1) 138:8	83:13 88:24 90:11 120:15	worked (4) 70:7 71:12
156:1 158:14,14 168:19	199:4,19 203:5 205:9	tmo10011987 (1) 74:19	trend (2) 79:16 84:11	unresolved (2) 97:3 101:3	130:10 132:4 139:23,25	101:18 117:1
184:6 209:3	206:16	tmo100119873 (3) 75:8 76:2	trends (2) 30:16 80:17	until (5) 37:20 102:1 164:2	143:7 144:2 145:23,24	workflow (6) 3:6 32:1 38:14
thorough (1) 87:14	tmo0000089221 (1) 153:9	83:17	tried (1) 121:15	212:16 214:5	147:16 162:5 164:4	59:11 76:3 85:13
though (4) 26:7 98:7 120:12	tmo0000089243 (1) 74:3	tmo10014787 (1) 93:9	trigger (2) 50:21 168:7	untutored (1) 196:10	170:18,21 172:17 185:24	working (17) 11:20 16:13
213:7	tmo00830598 (1) 109:8	tmo100147872 (1) 93:17	triggers (2) 32:13 156:3	update (3) 3:6 47:20 88:6	188:11,16 190:25 202:7,10	26:25 27:16 34:2 80:20
thought (15) 11:11 22:11	tmo0083059810 (1) 110:2	tmo10014979 (1) 90:13	troubling (1) 92:14	updated (1) 148:20	206:8 210:18	87:12 89:20 90:10 114:18
38:8 48:15 81:24,25	tmo0083059815 (1) 109:13	tmo100149792 (1) 90:15	true (3) 45:8 52:13 55:21	upgrading (1) 158:22	ways (3) 48:7,20 190:22	127:12 131:6 175:22
107:18 134:11 147:15	tmo008305989 (1) 109:17	tmo10015963 (1) 95:24	trust (1) 151:13	uploaded (1) 68:25	webb (6) 83:18 115:15,19,20	190:5,10 192:21 198:2
152:1 164:17 166:5 195:21	tmo00840480 (2) 58:6 75:13	tmo100159631 (1) 99:3	truth (1) 150:2	upshot (1) 206:5	116:19 207:15	works (39) 46:25 114:23
200:20 212:25	tmo00840545 (1) 85:8	tmo100159632 (2) 96:5 99:6	try (13) 24:10,23 30:14	urge (1) 209:24	webbs (1) 84:4	119:25 120:1,7,7
thoughtful (1) 151:18	tmo008405453 (1) 85:11	tmo10016020 (1) 94:7	49:20 66:17 67:12 87:12	urgency (4) 85:19 86:2 87:11	wed (18) 36:3 66:20	133:19,20 137:4 141:17
thoughts (1) 167:11	tmo00840607 (1) 86:14	tmo100160202 (1) 94:9	89:4 107:20 139:25 164:4	110:5	67:11,12 71:12,20 87:14	142:18 143:23 144:18,20
three (7) 24:22 49:19 78:18	tmo008406073 (1) 86:16	tmo10016217 (1) 99:11	188:11 198:4	urgent (5) 16:11 86:6	92:2 93:2,3,22 97:24	145:13,14 146:16,18,21
81:1 88:25 95:20 176:12	tmo00840703 (1) 154:11	tmo100162172 (1) 100:24	trying (42) 11:19 16:17 17:2	87:6,24 146:16	108:13 124:16 140:17,20	147:17,18,23 151:8
threeweek (2) 141:16 143:1	tmo008407034 (1) 154:19	tmo100167414 (1) 199:21	24:18 26:14 31:7 43:5	used (6) 59:14 138:6 139:11	197:20 208:4	152:14,15 155:9
through (45) 1:20 8:10	tmo00840715 (2) 168:11	tmo100167415 (1) 203:25	47:13 65:21,23 75:1,2	192:24,24 204:4	week (5) 66:23 90:8 102:9	165:15,15,17 174:11,12
44:3,19 48:16 52:22 55:3	174:1	tmo10017116 (1) 102:8	107:25 124:24 125:1,8	useful (11) 19:7 22:2 25:20	121:22 162:24	186:3,4 189:11,22
60:4 68:13 72:18 73:23,23	tmo00840763 (1) 184:4	tmo100171162 (1) 102:15	128:18,24 129:18 130:21	29:18 30:4 34:12 105:24	weekend (1) 213:14	203:18 204:4 210:19
87:14,20 88:6,7,7,8	tmo008407635 (1) 184:8	tmo10017254 (1) 180:12	139:20 140:20,24 143:25	162:17 164:10 165:1,7	weekly (7) 65:17,20 88:19	worlds (1) 169:5
105:5,22 106:2,4 112:10	tmo008407636 (1) 191:2	tmo100172545 (1) 180:24	144:3 145:22 147:9,10	usher (1) 213:22	89:16,19 90:4 98:5	worries (1) 137:8
123:13 126:8 127:12	tmo00841891 (1) 155:19	tmo100172546 (1) 181:21	152:12 166:3 168:7	using (3) 129:12 200:13	weeks (2) 160:10 207:6	worth (1) 161:22
129:22 130:14 134:24	tmo008418912 (1) 156:2	tmo10042942 (1) 9:6	169:11,14 170:18 172:2	201:7	welcome (2) 1:3 159:9	wouldn't (25) 8:13 9:24 11:6
140:21 155:10 157:20	tmo008418913 (1) 156:20	tmo10043024 (1) 17:6	188:1 191:20 193:3 199:14	usual (2) 57:14 173:9	welcomed (1) 85:14	13:13 36:23 50:18 56:12
162:10 172:7 173:2 183:17	tmo00842279 (1) 137:19	tmo10044175 (2) 35:7 60:11	200:24 203:15 204:21	usually (1) 84:8	went (6) 8:10 21:13 109:13	111:17 127:2 140:9 142:20
186:9,10,13 189:3,6	tmo0084227950 (1) 137:22	tmo100441752 (1) 36:5	tuesday (7) 212:9,17		112:10 118:18,18	144:10 146:11,25 170:9
197:18,20 198:12 207:13	tmo008435882 (1) 69:20	tmo100441753 (2) 44:17	213:5,11,19 214:1,6		werent (23) 22:5 33:23 38:3	179:24 182:23 189:4
throughout (6) 131:19	tmo0084733711 (1) 206:11	60:13	turbulence (3) 92:6 93:6	V	45:19 62:21 68:19 73:14	190:13 195:21 196:20
134:24 141:10 145:1	tmo008619732 (1) 207:18	tmoss (12) 49:11 71:9 109:6	97:12	vacancy (1) 71:18	79:8 81:3 102:1 104:15	198:6 199:2 202:24 213:8
171:10 205:4	tmo008619733 (1) 207:13	126:24 128:20 157:9	turn (3) 46:24 107:3 209:22	vachino (1) 204:2	109:10 110:12 111:21	wrap (73) 3:13,17 5:21
thursday (1) 1:1	tmo008619734 (1) 207:2	195:10 200:7,12 203:12	turnover (1) 108:16	valid (1) 23:1	143:12,18 153:24 178:5	6:2,13 9:18,24 11:11 13:12
time (91) 12:25 13:22 17:8	tmo008663191 (2) 163:13	204:14 205:13	tv (1) 68:11	value (2) 7:23 202:19	190:1 192:19 194:23,25	15:22 17:15 20:20 21:22
20:8 24:10 28:17,20 30:10	166:24	today (6) 1:4 146:10	twelve (2) 52:9 88:16	various (6) 1:20 4:10,17	196:10	22:15 37:13
31:1,21,22 33:8,11 39:12	tmo008663192 (3) 159:11	148:17,21 213:3,24	twoyear (1) 38:18	17:19 29:23 148:19	west (2) 32:24 180:15	41:13,14,22,24 42:2 46:16
49:19 50:9 53:14 54:13,16	162:11 166:6	together (13) 1:19 2:5 13:4	type (3) 165:17 207:21	vehicle (1) 199:14	weve (28) 21:15 22:3,3	58:12 59:1,8 66:17
55:17 56:11 57:13 59:5,14	tmo008663193 (2) 159:16	14:10 19:3,16 43:15 47:16	208:11	ventilation (1) 126:5	28:19 29:6,10 32:7 49:23	69:14,23 70:19 76:16
60:6 65:2 68:19	165:22	67:12 121:18 137:23 167:6	typically (1) 94:5	verbatim (1) 110:17	52:14 53:19 54:2 65:25	82:4,7 109:15 112:3,16
71:12,18,20 74:12 76:8	tmo008663194 (1) 158:4	176:12		verify (1) 67:22	70:12 71:5 73:23 80:11	117:13 120:24 121:11
79:25 80:23 81:2 83:24	tmo008664931 (1) 149:3	told (10) 57:2 77:25 78:4	ultimately (2) 49:13 68:9	version (2) 51:20 148:20	87:1 93:18,23 94:23 101:1	122:13 124:4 126:3,18
88:5 91:4 93:3 96:24 98:19	tmo008664933 (3) 131:8	110:20,24 126:10 137:13	unable (2) 26:12 161:18	versions (1) 104:21	104:7 129:4 131:12 153:21	127:1,8 132:24 133:6
90:9,10,11,21 102:2	141:8 148:4	164:24 172:10 194:15	unclear (1) 164:2	via (1) 181:25	162:19 181:7 204:25	136:20,21 137:7 146:9
103:7,9,10 104:8,15 107:7	tmo008664934 (3) 133:12	tomorrow (2) 44:22 167:4	uncommon (1) 62:11	viewed (1) 47:9	whatever (3) 80:4 171:22	148:3 152:25 155:16,21
109:1,14 116:4 117:24	139:13 143:7	tone (2) 73:7 192:5	undercommunication (1)	views (1) 138:15	198:5	157:15 158:6 165:22
118:17 120:10 124:22	tmo00869184 (1) 113:1	too (10) 36:19 37:1 43:1	97:18	vision (1) 114:21	whats (4) 82:8 130:5 180:20	166:16 168:12 170:22
127:19 129:7,16 140:15	tmo008691842 (2) 122:12	57:10 77:13 130:17,17	underlying (1) 24:7	visited (1) 140:18	190:25	172:10 175:5 180:14
146:3,13 151:9 154:15	124:3	153:23 160:17 162:18	underneath (5) 47:24 63:18	visiting (1) 47:9	whereas (4) 33:24 47:8 49:4	183:24,24 198:3 201:18
158:13 159:20 160:23	tmo008691843 (1) 121:10	took (3) 85:6 107:22 147:2	64:12 86:18 119:23	void (2) 160:1 161:11	201:2	206:8,18,21 207:13,19
163:7,25 177:9 178:20	tmo008691844 (2) 121:23	tool (1) 78:21	underreporting (1) 97:18	voids (1) 119:23	whereby (1) 161:6	210:16 211:14
181:23 182:3,4,8,9,12,20	122:25	topic (7) 109:3 121:2 168:16	understand (42) 13:16 14:1	volume (5) 90:19 91:5,9,10	whilst (2) 3:6 161:8	wrays (6) 1:25 6:10 28:18
183:9,17 194:15 197:23	tmo008697254 (1) 5:24	184:12 189:14 195:9	15:18,19 16:5 23:15 24:3,8	196:24	whip (1) 99:25	29:22 166:1 208:7
198:22 199:3,24 208:25	tmo008697256 (2) 6:24 10:22	204:16	30:15 31:7,8 61:20 65:21	volumes (1) 119:24	whitchurch (1) 199:23	write (1) 48:23
210:21 212:25	tmo00873629 (1) 2:2	total (5) 32:19 40:5 54:4	77:21 103:15 107:25	vs (1) 162:15	whole (12) 10:17 21:17	writes (1) 149:3
timeframe (4) 2:18 37:7,8	tmo0087362915 (1) 2:4	99:5 102:12	115:20 125:8 127:19		22:19,19 43:3,6 118:19	writing (1) 119:9
41:17	tmo0087362916 (1) 2:25	touch (1) 121:16	128:14 133:1,2 134:21	W	157:3,9 180:5 187:1	written (8) 55:4 56:3,4,11,16
timeframes (3) 41:19 42:25	tmo0087362916 (1) 2:25	towards (3) 90:21 102:21	140:6,20 141:6 144:3	w2 (17) 3:6 9:14 17:12 31:25	194:19	140:2,2 183:23
55:1	tmo0087393418 (1) 59:10	121:13	152:6,12 155:12 163:24	38:14 48:2,16	wholesale (2) 169:10,19	wrong (9) 47:24 63:22
timeline (3) 97:5 185:17,21	tmo0087393418 (1) 59:10	65:7 74:23 102:10 114:19	165:8 166:4 170:18 175:25	59:2,5,7,11,14,16,25 76:3	whom (3) 37:10 176:16	115:9,10 145:18 202:24
timely (5) 52:5,12 70:3	tmo0087393418 (1) 59:10	121:6,17 123:16 125:10,14	178:6 179:9 187:5 188:1	85:13,21	197:7	203:3,4,5
127:24 130:23	tmo0087393418 (1) 59:10	126:6,13,14,14,15 136:2	190:4 192:4 201:4	waiting (4) 27:3 62:8,12	whos (1) 49:7	wrongly (1) 165:25
times (3) 24:23 49:19 108:11	tmo0087393418 (1) 59:10	142:10 153:11,15 154:6,14	understanding (35) 7:13	161:10	whose (3) 147:10,18 188:12	wrote (1) 146:4
timescale (15) 23:23 26:13	tmo0087393418 (1) 59:10	155:6,22 156:13 159:18	8:14 24:19 45:8 55:17 57:1	wanting (1) 194:13	wide (1) 162:15	
33:22,23,25 34:1 36:16	tmo00880562 (1) 114:13	160:10 164:7 165:23	62:18 85:3 90:10 96:22	wants (1) 161:15	williams (4) 18:6,7 155:21	Y
37:3 67:7 78:3 141:16	tmo008805623 (1) 114:15	168:14 180:10,15 181:1	97:16 98:14,19 103:10	wasnt (74) 10:1 11:20	211:10	yeah (7) 8:9 38:23 39:2
142:24 143:1 145:21	tmo10002288 (1) 4:8	182:17 183:8 185:3,6,10	124:21 125:3,6 135:22	13:24,24 27:17 30:4	window (1) 210:3	75:24 102:2 163:4 180:23
149:10	tmo10002288102 (1) 4:12	198:18,20 206:24 207:25	136:6,10,16 138:19 140:3	34:6,14 45:20 50:1 51:4	wisdom (1) 205:10	year (12) 6:22 21:24 35:2
timescales (7) 36:18 133:21	tmo100022882 (1) 4:22	210:14,20 211:6	153:15 171:25	56:11 59:16,21,25 68:2,18	wish (1) 127:19	91:23 94:17 102:22 103:21
142:18 144:18,21 145:13	tmo10009039 (1) 26:20	towers (2) 126:17 204:6	172:14,19,23 180:5 196:3	80:19,20 81:17 83:14	wished (1) 161:19	107:3 110:19 158:3 185:9
146:5	tmo100090394 (1) 26:22	townhouses (1) 89:18	197:17,19 199:5,6 201:15	87:18 89:23 90:1 92:23	witness (21) 1:10,12 2:1	193:10
timing (3) 27:5 28:10 74:25	tmo10009447 (1) 117:5	tracker (1) 2:7	understandingoverview (1)	100:2 105:15 110:15,23	57:17 58:1 59:9 74:2	yearly (1) 194:6
tiny (1) 99:17	tmo100094475 (1) 117:10	tracking (1) 2:14	158:25	115:23 116:5		

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