SIR MARTIN MOORE-BICK: Good morning, everybody. Welcome to today's hearing, at which we're going to hear further opening statements from various core participants.

Before we do that, however, I need to mention something that's come up which will require an amendment to the timetable for tomorrow. Very recently I have been advised that, when they are called to give evidence, which of course will start next week, many of the witnesses who were involved in the design and choice of materials are likely to claim privilege against self-incrimination as a reason for not answering questions. Now, privilege against self-incrimination is a rule of law that protects a person from being required to answer questions if to do so truthfully might expose him or her to a risk of prosecution. It's a very broad principle, and will extend to any answers which might assist in or lead to a prosecution. This development has caused me a little surprise, because hitherto there has been the fullest co-operation with the Inquiry, both in the form of giving written statements and in the provision of documents, and no one so far has sought to avoid doing that or to answer any questions.

At all events, an application was made last night by a number of counsel for various core participants, including, amongst others, Harley, certain employees or ex-employees of Rydon, and the TMO, as well as some others. What they are asking me to do is to apply to the Attorney General, for an undertaking that nothing said in evidence on Monday next week, if used in furtherance of a prosecution against them, thereby giving them complete freedom to tell the truth without any concern for the future.

Now, in view of the urgency of this matter, because of course Studio E are scheduled to start giving evidence on Monday next week, I have directed that this application be heard tomorrow afternoon, after we have completed the opening statements. That may lead to the afternoon being slightly prolonged. If that's the case, I'm afraid that's just too bad; we're going to have to deal with this.

When that application is heard tomorrow, all core participants will have an opportunity to address me on the matter, and I shall of course hear from all those who wish to do so. They aren't obliged to do so, but I shall hear anybody who wants to be heard. In the light of what's said on that application, on all sides, I will decide what action I should take in the interests of the Inquiry, because that of course is the overriding consideration.

Now, this information has come, I think, to you, as to me, as something of a surprise. I suspect that you find it a little difficult to understand exactly what the import is of what I have just told you, so I'm going to rise now for a little while to give your lawyers the opportunity to talk to you about this, and to get some preliminary reactions. They don't have to be final reactions because, as I said, I'm going to hear this application tomorrow afternoon, probably about the middle of the afternoon. So there is quite a bit of time still to consider what to do. But I'm going to rise now and I'll sit again at 11 o'clock, and in the meantime you can have a chance to talk to those who represent you to get some further information.

All right. I'm sorry about that, but that means that we're going to put back the first of the opening statements until 11 o'clock. Mr Spafford, I'm sorry, that means you are going to have to wait a bit. All right?

Thank you very much, 11 o'clock, please.

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MR SPAFFORD: Thank you very much, 11 o'clock, please.

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MR MANSFIELD: It is, thank you.

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SIR MARTIN MOORE-BICK: Right. Now, Mr Mansfield,

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SIR MARTIN MOORE-BICK: Right. Now, Mr Mansfield,
Indeed, we say that, even with Mr Millett’s words
on its roles, each of which was contractually agreed to
will identify and rely upon some very important limits
account with Rydon in 2017. At the same time, Artelia
completion and beyond to the agreement of the final
other member of the project team. Artelia, under its
contract, had three roles on the refurbishment: it was
employer’s agent, quantity surveyor, and the
construction, design and management co-ordinator, more
commonly known as the CDMC. I will consider each of
these briefly and in turn.

It is not easy to give a general description of the
role of an employer’s agent, as at least to some degree
appointments will be project-specific. However, it is
not controversial, in our view, to say that
an employer’s agent is primarily an administrator. As
Keating on Construction states in its 10th edition,
an employer’s agent will often be a qualified
construction professional who carries out “certain
administrative functions”.

For example, an employer’s agent will frequently,
and Artelia did, issue its clients instructions on the
project; report to the client about the progress of the
project; develop the client’s brief; co-ordinate the
preparation of the employer’s requirements by the design
team; prepare reports, registers and project plans;
advise on tenders; administer the building contract;
chair and take minutes of meetings; and prepare handover
plans and drive completion.

For the avoidance of any doubt, we say that the fact
that Artelia was appointed by the TMO as an employer’s
agent and not as a project manager is a relevant
consideration for the Inquiry.

Secondly, Artelia was appointed by the TMO as
a quantity surveyor. Again, there are some challenges
in providing a general description of a quantity
surveyor, as each appointment will be project-specific.

But a quantity surveyor has more of an advisory role.
At its core, the role of a quantity surveyor is to
advise the client on project costs and the costs of
design and construction options. A quantity surveyor
will, and Artelia did, prepare budgets and cash flow
forecasts, prepare cost plans, prepare bills of
quantities on tenders, facilitate value engineering
exercises, check tender submissions from a cost
perspective, recommend interim payments by the client to
the contractor, and prepare the final account at the end
of the project.

In summary, the quantity surveyor role is a cost
advisory role. Keating describes a quantity surveyor as:
“... employed by the employer to estimate the
quantities of the proposed works and set them out in the
form of bills of quantities.”

Now, thirdly, Artelia was CDMC. It had this role
until 5 October 2015. This was both a contractual and
To summarise, Artelia had three roles: employer’s contractual limits and the reasons why I was doing that.

Now, there has been some criticism by Dr Lane of the TMO, of Rydon and of Artelia in the context of obligations arising under the CDM Regulations; amassing information for the project’s health and safety file; and co-ordinating the co-operation of duty holders under the CDM Regulations -- so the client, the designers and the principal contractor -- so there was proper focus on health and safety issues.

CDM Regulations 2007 is the distinction between what is governed by those regulations and what is governed by the Building Regulations 2010, made under the Building Act 1984. As we believe to be clear, questions relating to the fire safety of Grenfell Tower on the refurbishment were governed by the requirements set out in the Building Regulations 2010. By contrast, the CDM Regulations 2007 applied to health and safety in construction and maintenance work, so that the construction work itself could be carried out safely, those working on the construction site could be properly protected, and so that designs also took into account the need to protect future construction and maintenance workers whilst on site.

As I have said, we believe this to be clear and understood, but it is a point to which I’ll have to return shortly in the light of what appear to us to be some errors in the position of the TMO on this issue, including in its recent written submissions.

Now, I mentioned that I would make reference to contractual limits and the reasons why I was doing that. I am now going to turn to those limits.

Artelia has three roles: employer’s agent, quantity surveyor and CDMC. Within Artelia’s contract with the TMO, there were a number of what we submit are important limits which were agreed between Artelia and the TMO.

It would be helpful, if possible, if I could have page 23 of that document (ART0005742/23). Many thanks.

This page is schedule 1 to Artelia’s contract with the TMO. In that schedule, it is clear that Artelia was expressly not appointed to provide RICS project manager services. The relevant box has not been ticked and, indeed, has been crossed through. This, we say, is important, not least because a number of ill-informed suggestions that Artelia was the project manager have been made, mainly by the TMO, but also by some others.

Now, we fully appreciate that the TMO’s witnesses are yet to confirm their statements, but, in those statements and elsewhere, the TMO has on a number of occasions described Artelia as the project manager. It is important to note that the more recent statement from Mr Maddison and the TMO’s written submissions do suggest that there might be some shifting in the TMO’s position on this point, and no doubt this will be clarified in due course.

While we can forgive the few other descriptions of Artelia as project manager by other core participants on the basis they are probably simple mistakes, what is surprising to us is that Mr Hyett in particular does not ticked, but others are. This is not an automatic standard-form provision.

The TMO could, had it wanted to, have appointed a project manager with the greater responsibilities that that role would no doubt have brought. But the TMO chose not to. That the TMO did not appoint a project manager is of course no particular surprise. An entity with the experience, resources, expertise and specialisms of the TMO was perfectly capable of project managing the refurbishment itself. The TMO was not a lay client. Even a quick look at what the TMO had to offer makes this abundantly clear. It was a substantial and sophisticated entity. You have Mr Anderson’s and Mr Dunkerton’s experience and qualifications, and later those of Mr Maddison, Mr Gibson and Ms Williams. You
have the structure of the TMO and its areas of operation. Project managing the refurbishment of Grenfell Tower was well within the TMO’s purposes and its capabilities.

With the same document, may I please have page 34 on the screen [ART00005742/34]. Many thanks.

This is the appendix to Artelia’s contract with the TMO. The second limit is at point 3.4/3.5, under which Artelia was expressly not appointed as the lead consultant. The lead consultant identified in this contract was Mr Sounes of Studio E. Studio E appear to regard this as a controversial point. However, in our submission, it clearly is not.

Studio E, at point 6.3 of its written submissions (SEA00014642/5), tries to say that there was a lack of clarity on this issue. Studio E suggests that there was some changing of the minds on this point, and some lack of certainty on whether Studio E or Artelia would be lead consultant.

Now, Studio E’s position on this issue is unlikely to have been assisted by the challenges they refer to in section 4 of their written submissions, which mean, they say, that their focus has had to be on their own evidence. However, whatever these challenges, Artelia has to make the position clear.

First, there could be no doubt but that Studio E was appointed as lead consultant. In this regard, we refer not only to what is clearly set out in Artelia’s contract with the TMO, but also to communications between Studio E itself and the TMO in which it is clearly stated that Studio E’s services included its role not only as designer but also as lead consultant.

The position is indeed helpfully summarised in paragraph 12.1 of the written submissions of BSR. It will be easily appreciated how important this is to Artelia’s position before this Inquiry.

Secondly, Studio E suggest in their written submissions that Artelia confirmed that it would act as lead consultant. Studio E rely upon a draft document prepared in May 2013 by Artelia in which that possibility is, we accept, clearly mooted. But that document does not support the conclusion that Studio E tries to draw from it. That document was prepared in the context of discussions in 2013 between the TMO and Artelia which ultimately led to the re-procurement of the project in 2014.

In 2013, at the request of the TMO, a draft revised brief was prepared and consideration was certainly given to Artelia taking on a lead consultant role, with Leadbitter taking on the principal contractor role. But, as Studio E at least knew at the time, the TMO ultimately decided, albeit clearly at the behest of RBKC, not to follow this route but instead to re-procure, so Artelia did not become lead consultant and Studio E remained in that role.

Indeed, Artelia has provided evidence on these issues contained in Robert Powell’s witness statement, which was disclosed by the Inquiry on 30 October 2019. We appreciate that this may not have been considered by Studio E’s legal team, but evidence on this issue is nonetheless available.

So, for the avoidance of any doubt, until its novation to Rydon, Studio E was clearly the TMO’s lead consultant.

On the same document, may I please have the next page, page 35, on the screen [ART00005742/35]. Thank you.

This is the next page in the appendix to Artelia’s contract with the TMO. The third limit is the most important. It arises at point 4.4 of the appendix under the heading “Design Responsibility”. Under it, the TMO expressly agreed:

“The Consultant [so Artelia] is not responsible for the design of the Project.”

And:

“The Consultant [so Artelia] is not responsible for the specifying and/or approving materials.”

It will be easily appreciated how important this is to Artelia’s position before this Inquiry.

I will come on shortly to consider how these provisions operated in practice, but these provisions make it clear that no one in the Artelia team was at any stage responsible for, first, the design of the refurbishment and, secondly, the materials used in the refurbishment.

It will come as no surprise when I say that these provisions also influenced the make-up of the team used by Artelia on the project. The team did not include an architect or anyone with professional design expertise because its roles did not require that.

So, when Artelia witnesses say, as they do, that they did not have the expertise necessary to consider, for example, whether particular elements of the building envelope were compliant with the requirements set out in the building regulations, they are not only reflecting the position at the time, but there is a sound basis for their having been in that position.

Now, pulling all the threads of what has been said so far together, the following conclusions can be drawn about the context and extent of Artelia’s contractual responsibilities to the TMO.
First, the TMO did not need project management support. It was a sophisticated entity operating within its areas of expertise, and it had chosen not to appoint a project manager. It was managing the project itself.

Secondly, that does not mean, of course, that the TMO did not need support in specialist areas. It needed advice from a quantity surveyor and advice from a CDM. From an employer’s agent, it essentially needed support of an administrative nature.

Thirdly, Artelia had a lot to do, but nonetheless there were some important limits on its roles. In particular, it was not the lead consultant and it had no responsibility for design and no responsibility for materials.

Indeed, the TMO contracted with Studio E as architect and later Rydon as design and build contractor in respect of design and choice of materials. There were clearly technically qualified parties in place on the project whose job it was to cover these issues.

So what happened in practice? What did Artelia do on the project? What did the TMO do on the project? And did what actually happened bear out the points I have made about the extent of Artelia’s roles? In our submission, they clearly did.

First, over a full five-year period, Artelia did a significant amount of work. As quantity surveyor, Artelia provided and advised on eight often detailed cost estimates. Artelia also provided advice in relation to potential re-procurement. Artelia provided advice to the TMO in connection with the tender process between August 2013 and March 2014. Artelia facilitated lengthy value engineering exercises with Leadbitter and later with Rydon. Artelia also regularly valued Rydon’s work on site, making recommendations for interim payments. Artelia interrogated Rydon’s extension of time claims and negotiated Rydon’s final account.

As CDM, Artelia prepared a CDM risk register and CDM report. Artelia prepared pre-construction information. Artelia reviewed Rydon’s construction phase health and safety plan, and Artelia prepared and submitted forms to the Health and Safety Executive.

As employer’s agent, Artelia worked with the TMO and the project team from 2012 to and beyond practical completion. Artelia took part in the discussions with Leadbitter, and was heavily involved in 2013 during the period which led to the TMO’s decision -- at the behest, we say, of RBKC -- to end the arrangements with Leadbitter, re-align the project so that value for money became its primary driver, and to re-procure.

Artelia spent a significant amount of time in administering the building contract between Rydon and the TMO and monitoring the progress of Rydon’s work against the programme. Artelia arranged, attended and minuted tens of formal meetings, and issued 39 employer’s agent instructions to Rydon, every one of which followed a formal decision by the TMO.

Artelia prepared numerous checklists and reports, and, where appropriate, discussed issues relating to Rydon’s performance with its client, the TMO. Artelia administered the practical completion process from September 2015 onwards, arranging handover meetings, identifying requirements for the issue of a certificate of practical completion, and ensured that sign-offs on relevant completion issues were given by responsible entities such as the TMO, Rydon or the clerks of the works. These were, on any view, significant tasks and roles.

What actually happened in relation to the important question of responsibility for design and for materials? It is clear that responsibility for these issues was contractually excluded by the TMO, but it is also clear that at no stage did Artelia deviate from that contractual position.

First, the contractual exclusion of these issues from Artelia’s responsibilities did not stop the TMO, particularly through Ms Williams, asking Artelia questions about design. But what Artelia consistently did when asked these questions was to say, “No, we cannot answer these questions. They are not within our areas of responsibility and expertise. These are questions for Rydon.”

There are in fact numerous examples of this, but in my submissions I will focus on only one example, in the main because this example has been picked up by a number of core participants in their written submissions. This example is Ms Williams’ so-called “Lacknall’ moment” in November 2014.

On 12 November 2014, Ms Williams of the TMO emailed Artelia saying that she had just been looking at the cladding “as our database is asking for costs”, and saying that she did not know if there is any issue of flame retardance requirement. She noted that at Lakanal House, one issue was that the replacement panelling was not flame retardant. She asked for advice.

Phillip Booth of Artelia replied. He said that he had had a quick review of the NBS spec, which had of course been prepared by Studio E, and set out certain standards anticipating that one of the standards would...
require flame retardance. He said, however:

“As client, I suggest you seek clarification from Rydon.”

Now, we know that Ms Williams did this through a separate email to Rydon, but we do not know what the outcome of her enquiry to Rydon was.

Ms Williams’ so-called “Lacknall’ moment” is picked up by both BSR Groups 1 and 2 in their submissions.

Their criticism is widely spread, and Artelia is criticised for what is called a vague answer and for not following this up further. However, there was nothing vague or inappropriate in Artelia’s response. Artelia had no expertise in design issues and, by agreement, had no responsibility for design or for materials. It could not reasonably be expected to know the answer to the question posed, and it would have been wrong for it to answer it.

Artelia went as far as identifying potentially relevant standards in Studio E’s NBS specification, and, on the same day as the client’s request, it referred the client, the TMO, on to the entity which was obliged to answer the question, namely Rydon. We say that Artelia did exactly what an employer’s agent should do.

The second event of many which sheds some further light on this issue is the offer made by Artelia to the TMO in February 2014 to provide client design advice to TMO. To be clear, this is a service which at the time could be offered where a design and build contract was in place, the purpose of which was to help the client protect its design following the novation of the architect to the contractor. Its aim was to fill the gap created by the client giving up its contractual relationship with the architect.

Had the offer been accepted, Artelia would have brought a registered architect with design expertise onto the team to support the TMO on design issues and the signing off of designs as the project progressed. As Artelia’s detailed offer was rejected, Artelia did not do this.

In its written submissions, the TMO say that they did not see what the role of the client design adviser offered, and they did not agree to it because Artelia was seeking fees for a role that, in their words in their submissions, did not apply to specialist issues.

They also say that the role was not necessary because Artelia was already the CDMC. They then go on to refer to certain provisions in Artelia’s appointment which obliged Artelia to ensure that design sign-offs were carried out as meaning that the client design adviser role would have added no value.

But these arguments make no sense. First, when the very full and detailed offer of the client design adviser role was turned down by the TMO on 29 August 2014, the TMO did not say that Artelia was seeking fees for a role that added no value or anything of that nature. What they actually said was:

“We are going to see if we can manage this within the TMO as we are very familiar with the specifications for social housing. Can you please send any design proposals to myself [that’s Claire Williams], cc David Gibson.”

In short, they said, “We will carry out this design role ourselves because we have the experience to do this.” They did not say, “This role is not required because you are already covering it” or anything of that nature.

To suggest that the role was not necessary because Artelia was CDMC does no more than show further confusion between design compliance for the building under the Building Regulations 2010 and issues as to current and future site health and safety under the CDM Regulations 2007.

In addition, contractual obligations upon Artelia to ensure that design sign-offs were carried out clearly did not give Artelia responsibility for the design itself. Those provisions only obliged Artelia to ensure that the designs were signed off by the person with responsibility for doing that.

What is particularly strange, given the approach being taken by the TMO on this issue, is that, partly as a consequence of its decision not to take Artelia on as the client design adviser, it was the TMO who had to and did provide all design sign-offs on numerous occasions. This makes the TMO’s suggestion at page 21 of its written submissions that they did not sign off on designs impossible to understand.

Finally, on the question of responsibility for design and materials, I need to raise what is said by the TMO in its written submissions more generally on compliance issues.

It says, and I summarise, that in the period before it contracted with Rydon, responsibility for compliance lay with what it calls the pre-contract professional team. It includes Artelia within that team, and accordingly appears to ascribe some responsibility to Artelia for compliance with the design in that period.

We have explained why that cannot be right. The TMO had expressly agreed with Artelia that it should not have responsibility for design or for materials, and there is no basis on which Artelia could be responsible.
for design compliance as CDMC. As BSR Team 1 explain in
their submissions, it is actually clear that
responsibility for compliance before the contract
between the TMO and Rydon lay with Studio E.

My final point about what happened in practice is
a general comment about the role of the TMO. Running
through the TMO’s written submissions is the portrayal
of itself as no more than a reactive, passive,
inexperienced bystander, powerless as those around it
let it down. The TMO suggests that its
decision-making was limited, that it never signed off on
designs, and that it handed over responsibility for
anything of substance to the consultant team.

The TMO may have been let down. That’s a question
for the Inquiry. But its portrayal of itself is not
accurate. Throughout the process, Artelia was there.
Artelia asks: what about the TMO’s project management
role? What about its design sign-offs? What about its
decisions on windows, kitchens and on the crown? What
about its decision with RBKC to use champagne coloured
aluminium cladding with cassette fixing? What about its
liaison between consultants, its driving of value
engineering -- a point I’ll return to -- and its
confirmation of the contents of the building manual for
Grenfell Tower? What about its decision that Rydon

should not introduce or alter any further fire
protection works following an indication that areas of
existing fire compartmentation needed addressing?
It is for the Inquiry to decide if the TMO was let
down, but it should surely acknowledge the extent of its
role on the refurbishment.

I would like to finish by commenting on a few
additional points which are made about Artelia which
need, in our view, to be corrected.

First, there is a suggestion from the TMO that, on
the 2014 tender, it was Artelia who made all
assessments, recommendations and evaluations. To be
clear, there is some hint in the TMO’s written
submissions that their position might also be shifting
on this issue. But to make the position clear, and
particularly because the BSR groups to some degree take
issue with the tender process, I’ll address this
briefly.

First, the tender process was a joint effort, with
both the TMO and Artelia scoring and evaluating
pre-qualification questionnaire answers and the tender
returns. It is surprising that the TMO may be trying to
suggest otherwise, in circumstances where it went to the
trouble of engaging its own specialist procurement
consultant, Ms Jackson, who was very heavily involved
throughout the tender process.

Secondly, the tender took place on an arm’s-length
basis. Rydon may have scored lowest on the PQQ process,
but that was not a reason to exclude them from the
tender process. On that tender process, next to the
other tenderers, they clearly, on the basis of industry
standard and agreed criteria, scored the highest.

The second issue I would like to mention is the
assertion made by the TMO that costs were not a factor
for it on the refurbishment, and that it had no
substantive involvement in value engineering.

The suggestion that costs were not a factor for the
TMO makes little sense and can be dismissed very easily.
From 2012, and Mr Anderson’s email on 4 May 2012 saying,
“We have a project to deliver but within a very tight
timeframe and an even tighter budget”, to Ms Williams’
email of 16 July 2014 when she asked for good costs,
there was clearly a focus on the part of the TMO on
costs.

In addition, while Artelia, as it was obliged to do
so in its contract, facilitated value engineering
exercises, there was a drive for value engineering from
the TMO. For example, in December 2013, Ms Williams
identified her own “VE hit list”.

Artelia agrees with Mr Hyett when he says that value
engineering is intrinsic to most UK construction
projects, but we say there is no basis for the TMO to
seek to distance itself from value engineering and costs
issues.

Finally, I would like to pick up briefly on some of
the comments made by Dr Lane and Mr Hyett, two of the
Inquiry’s experts, about Artelia. Further comments are
contained within our written submissions.

Dr Lane relies upon the health and safety file, a file
provided under the CDM Regulations 2007 and 2015. She is critical of a number of entities on this issue,
including Artelia. Dr Lane sees the health and safety
file as a file that could, in the absence of a fire
safety manual, have been provided to the London Fire
Brigade. But Artelia’s responsibility for the
preparation of the health and safety file ended on
5 October 2015, when the TMO took over as principal
designer under the CDM Regulations 2015. That was
nine months before practical completion and the actual
finalisation of the health and safety file by all group
holdings for Rydon, who in turn were under a contractual
obligation to the TMO.

In addition, even if Dr Lane is right in suggesting
that, as a practical matter, it might have been possible
to provide the health and safety file to the

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2 their submissions, it is actually clear that
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safety manual, have been provided to the London Fire
Brigade. But Artelia’s responsibility for the
preparation of the health and safety file ended on
5 October 2015, when the TMO took over as principal
designer under the CDM Regulations 2015. That was
nine months before practical completion and the actual
finalisation of the health and safety file by all group
holdings for Rydon, who in turn were under a contractual
obligation to the TMO.

58 In addition, even if Dr Lane is right in suggesting
that, as a practical matter, it might have been possible
to provide the health and safety file to the
January 29, 2020
Grenfell Tower Inquiry
Day 3

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MS JARRATT: Good morning, sir and madam. As you know,
I appear on behalf of the TMO this morning.
The TMO does wish again to express its immense
sympathy and profound sorrow in relation to the
horrifying and tragic events that took place at
Grenfell Tower, where 72 members of your special
staff with these specialist skills. It had to engage
work being carried out by others, and effectively to act
as a guarantor of the obligations of those entities.
With great respect to the experts, as we explain in
our written submissions, that, in our view, cannot be
right. The experts appear to be giving opinions on the
legal construction of contractual obligations.

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Mr Hyett’s analysis is more general in nature. Mr Hyett
also frequently misdescribes Artelia as project manager,
but, as we have explained, Artelia was not appointed as
project manager.
Both Dr Lane’s and Mr Hyett’s contractual analyses
amount to a position that Artelia had general oversight
obligations as employer’s agent, such that Artelia was
obliged in effect to sweep up every problem, to follow
and understand in detail the specialist technical design
of Phase 2.

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Mr Chairman, of course it is obviously a matter for
you whether or not to make that application to the
Attorney General, having heard submissions in respect of it tomorrow.

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The TMO was incorporated on 20 April in 1995 under
the Right to Manage legislation. This was introduced to
give tenants a greater say in managing their community
and their own homes. The purpose of the TMO was to act
as RBKC’s managing agent, and to look after
the council’s residential housing stock and commercial
property across the borough. This included
Grenfell Tower, which until 2013 was also managed in
part by the Lancaster West Estate management board.
The roles and responsibilities of both the Royal Borough of Kensington and Chelsea and the TMO are
further defined under the terms of the modular
management agreement which existed between them.
The business of the TMO was housing management and
maintenance, as well as capital investment projects.
Staff were employed for their skills in housing
management, which included managing property repairs,
resident liaison work and rent collections.
It did not possess specialist knowledge in relation to
design and construction, nor did it seek to employ
staff with these specialist skills. It had to engage

fire brigade, bearing in mind that that file was not
required to be in a format in which it could be easily
obtained and quickly analysed, it would not in Artelia’s
submission be right for any failure by any party in
respect of the health and safety file to lead to
a finding of responsibility by the Inquiry.
The health and safety file is prepared for the
purpose of future construction work, which is carefully
defined, and so includes cleaning, maintenance,
alterations, refurbishment and demolition. Its purpose,
as indeed Dr Lane acknowledges in her report, is not to
assist the fire service as they carry out their duties.

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Sir, madam, thank you. Those are my submissions.

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Those are my submissions.

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specialist contractors to turn the plan to regenerate Grenfell Tower into a realisable project specification and then to construct it. The TMO has now ceased to operate as a managing agent. The TMO’s functions were handed back to RBKC in March 2018, and it is no longer a working body. However, it will remain in existence until the public inquiry and any other relevant legal proceedings have been completed.

The project can be divided into the pre- and post-contract phases, and the TMO’s role in the project was different in respect to each phase.

In the pre-contract phase, the TMO engaged a professional team, which consisted of Studio E and others, to design the project brief and to plan and manage the pre-construction phase on its behalf. The post-contract phase commenced in October 2014, when Rydon was appointed as main contractor under the design and build contract. From this point, Rydon became responsible for all aspects of the design and construction of the project, including the construction of the external façade and the replacement of the windows. They were also appointed as principal contractor under the Construction (Design and Management) Regulations, the CDM, and became responsible for all aspects of the design and build contract. From this point, Rydon also became the single commercial point of contact for the TMO and for Rydon’s own appointed team of professionals.

This opening statement will look first at the decision to refurbish Grenfell Tower, and then provide an overview of the role that the TMO played in the refurbishment works. We hope, sir, despite some of Artelia’s suggestions, that there will be a fair and accurate summary of at least some of those roles.

I will concentrate predominantly on the pre-contract phase, looking at the role of appointees and addressing the matter of cost savings. I will then deal briefly with some discrete aspects of the post-contract responsibilities that TMO had, including in relation to the health and safety file.

The decision to refurbish Grenfell Tower. In 2011, the RBKC were embarking on a large project to build a new academy school and leisure centre, referred to as KALC, on the Lancaster West Estate, at the base of Grenfell Tower. This also included the construction of 30 residential dwellings. TMO was not involved in this project. However, RBKC recognised that the residents of the Lancaster West Estate were directly affected by the works on KALC, and simultaneously TMO identified Grenfell Tower as a major investment priority.

Subsequently, it was agreed at RBKC’s cabinet meeting on May 2 that Grenfell Tower be refurbished alongside KALC. The purpose of the project was to improve Grenfell Tower for its residents and the local community by upgrading the communal heating system and improving the external thermal efficiency of the building, as well as refurbishing the nursery and the Dale Boxing Club.

In identifying the priorities for the project, the TMO consulted with the residents and community of Grenfell Tower. Discussions suggested that improvements to the heating system, whereby there could be individually controlled systems, would be welcome, and residents suggested a preference for new windows that they could open themselves and clean.

The project was also going to create nine new residential homes in the tower, and this was in keeping with RBKC’s programme for housing development and investment, to increase the number of modern, accessible and affordable council homes in the borough.
required to do was to appoint competent specialists to carry out the project on its behalf, and to ensure that there were both sufficient time and resources to do this. The TMO complied with these duties.

The pre-contract appointments made by the TMO.

For the KALC project, RBKC had procured a team of professional consultants. This included Studio E, Artelia -- at the time still known then as Appleyards -- Max Fordham and Leadbitter, who were the principal contractors. RBKC initiated the use of this professional team on the project. These organisations were already familiar with Grenfell Tower due to its proximity to KALC, and the TMO understood that all the appointments for the £58 million KALC project were more than qualified and competent to carry out these refurbishment works at Grenfell Tower.

Key benefits of utilising this team were a reduction in the procurement timeframe, meaning the works could be delivered earlier and reducing the overall disruption to residents of the Lancaster West Estate and Grenfell Tower.

Artelia was introduced to the project in April 2012 at an initial design meeting, and was subsequently formally appointed in August to the roles of CDM co-ordinator under the CDM Regulations, employer’s agent and quantity surveyor. They played an important role in both the pre- and post-contract phases.

In the pre-contract phase, it advised the TMO in appointing a professional team of designers and contractors to turn the brief into a realisable design, as well as advising on and administering the procurement and value engineering exercises.

During the post-contract phase, they were the TMO’s contract administrator and responsible for monitoring progress of the contract. Artelia’s obligations were governed by the terms of the standard form RICS appointment, as you have already been referred to. They liaised with the design professionals and advised the TMO on the development of the project brief, as well as advising and managing the procurement processes that the TMO undertook, including the appointment of Rydon.

As CDM co-ordinator, they were a key project adviser to the TMO in respect of the health and safety risk management, and assisted the TMO in ensuring co-ordination of the design process and preparing the pre-construction information.

As their role as quantity surveyor, they provided expertise in estimating construction costs, advised the TMO on ways to keep costs under control, as well as enhancing value for money, and they advised on and administered the re-procurement process and assisted in the value engineering exercises.

It is not, sir, with respect, reasonable to suggest that because TMO employees may have had past experiences in their working lives in design or construction, they are to be considered specialists for the purpose of this complex project. Nor is it correct to suggest that this somehow dilutes Artelia’s responsibilities under the terms of the various appointments.

The TMO does not seek to elevate the role of Artelia beyond those terms that are set out in the appendix and the RICS schedules of the contract between them.

The TMO appointed Studio E and a number of other specialist contractors to assist with the design and preparation of the tender documents referred to as the employer’s requirements and the National Building Specification.

Studio E were involved in discussions with the TMO about refurbishing Grenfell Tower from February 2012. In their opening submissions, Studio E state that the appointment process required greater co-ordination. We submit this was not the case. Their terms of service were clear. We invite the Inquiry to accept the evidence of Mr Hyett, who states in respect of Studio E that the range of appointments are clearly established.

He states the services that Studio E were contracted to provide, both in terms of scope and standard, were, as would be expected of an architect, providing full architectural services as lead consultant, lead designer, architect as designer and landscape designer, and this was under the terms of the standard RIBA outline plan of works.

The employer’s requirements included a request for pricing for Proteus HR zinc cladding and for two alternative products: Reynobond rainscreen cladding and the Alucobond rainscreen cladding.

The TMO understood that the specification was prepared pursuant to the standard terms of the RIBA appointment. RIBA standards require that only materials which complied with the building regulations were to be specified.

The employer’s requirements also expressly stated that any issues in relation to design could be rectified by the tendering contractors, and that there was a requirement that expressly stipulated that any materials put forward as an option complied with specified performance standards.

The purpose of presenting pricing options for materials was to achieve value for money, and the TMO had a reasonable expectation that all the options set
down in the specification would be suitable and passive fire protection measures that existed. The compliant options for the external façade.

Exova.

One of the professional pre-contract team was Exova, one of the professional pre-contract team was Exova, who were appointed to provide fire safety engineering services for Studio E to consider in respect of design matters. Studio E introduced Exova to the project and TMO understood them to be competent fire safety engineers. Barbara Lane refers to Exova's industry reputation as top tier, and she states in her expert report that it would be entirely reasonable for KCT MO and Arteria -- indeed any party -- to assume that the Grenfell Tower primary refurbishment project team had access to and could rely on highly competent experts for all aspects of fire safety and design.

They were instructed on 18 July 2012 to prepare a fire safety strategy in respect of the refurbishment project. There were two subsequent versions of this report. Exova provided these reports to Studio E for consideration in respect of their design work. It was not the TMO's role and nor did it have the relevant expertise to lead on fire engineering matters in relation to design. Mr Terrence Ashton, an Exova employee, prepared three versions of the reports, and each report stated in

respect of compliance with the building regulations at requirement B4:

"It is considered that the proposed changes will have no adverse effect on the building in relation to external fire spread, but this will be confirmed by analysis in a future issue of this report."

Both Dr Lane and Mr Hyett refer to the fact that Exova had been provided with the stage C RIBA report prepared by Studio E setting out the specification for Celotex RS5000 rainscreen cladding.

If this section of the report was not intended to relate to the cladding, as is now asserted, the Inquiry will need to consider if that can be reconciled with the assertions made in that report and the possible effect this may have had on those that read it. The TMO understood that it was Exova's responsibility to advise their design team in respect of all aspects of fire safety strategy.

On 16 August, Exova also issued a fire safety strategy report for the existing building. This had been requested by the TMO when it was established that none existed. It was prepared by the Exova employee Cate Cooney. As Dr Lane identifies in her report, Ms Cooney failed to record the existing building condition and failed to properly assess the active and
also be open to Leadbitter to apply.

In July 2013, the board agreed to re-tender through an OJEU procurement process, and Artelia managed the exercise, together with Jenny Jackson, an external procurement consultant, who was engaged by TMO.

In August 2013, the OJEU notice for the project was published. As a result of a PQO process being completed, Artelia identified five contractors who were invited to tender. The invitation to tender, or ITT, was put together by Artelia. This included the employer’s requirements prepared by Studio E.

Bidders were also invited to a conference in December 2012 at TMO offices, which included a site visit so that they would have the opportunity to view Grenfell Tower and the surrounding location.

Representatives from Studio E and Max Fordham were in attendance to answer any questions in relation to design specification.

Three contractors, including Rydon, submitted bids in February 2013. The evaluation panel for marking the tenders comprised not only TMO employees, but also a member of the TMO board, as well as a ward councillor, along with a representative from Artelia.

The scoring matrix for the process shows that the tender prioritises quality over price. 55% of the overall score was for quality as opposed to 34% for cost, with the remaining balance as 5% for performance in interview and 6% for the cost for alternative works.

Rydon scored the highest in every category. In respect of the assessment of quality, it scored five points or 16% higher than Durkan Limited, and seven points, so nearly 25% higher than Mulalley.

Rydon submitted the most competitively priced tender price at 9.2 million compared to 9.9 million, and 10.4 million respectively.

Artelia observed in their final tender report that Rydon had the highest overall score. They recorded that a comparison between bidders of the pricing for various elements of the work demonstrated broadly consistent pricing at a sustainable level, and no particular anomalies were noted in regard to the overall bids. The decision to appoint Rydon was solely based on the fact that their score was the highest in this rigorous and transparent process.

Value engineering and cost savings.

It has been suggested in some of the written opening submissions that the only consideration for the project was minimising costs. This was not the case. Looking for where reasonable costs can be reduced on a large public sector project is normal practice.

RBKC financed the works. As early as 18 July 2013, the RBKC director of housing, Laura Johnson, submitted a report to the cabinet recommending an increase in budget to 9.7 million. Again, in June 2014, a further report was submitted to the RBKC cabinet recommending a further budget increase to 10.3 million. This was the second and final budget increase that was asked for and both granted for the project.

TMO provided RBKC with regular updates as to costs, and it was one of the TMO’s main functions to manage the budget. It is unsurprising that a large proportion of TMO’s correspondence with interested parties is concerned with issues of costs. Seeking out value for money in publicly funded projects is standard practice.

The RIBA stage guide of 2015 gives a useful summary of value engineering exercises and describes them as this:

“A systematic and organised approach to provide the necessary functions in a project at the lowest cost. Value engineering promotes the substitution of materials and methods with less expensive alternatives without sacrificing functionality.”

Mr Hyett states in his expert report that competitive tendering and ongoing value engineering are themselves intrinsic parts of most UK construction projects; indeed, they lie at the heart of virtually all manufacturing and service supply processes within and outside the construction industry.

In section 2 of his report, Mr Hyett forms an opinion that neither the competitive tendering nor value engineering processes as carried out both pre- and post-tender should be considered as any form of excuse for the fact that the overcladding arrangements were unsafe, and that any requests made by the employer – KCTMO – or any pressure that might otherwise have existed on Studio E or other members of the design team, Rydon or Harley, either individually or collectively, cannot in any way be accepted as an explanation or excuse for the circumstances that allowed the fire to spread so far and so fast, and ultimately escalate out of control with such devastating effect.

Whilst it is a matter for the inquiry, the TMO notes that Mr Hyett recognises that value engineering and competitive tendering processes are not incompatible with maintaining the highest levels of safety, and that the value engineering exercises undertaken for the project cannot be used to explain why the materials came to be applied to the external façade. The TMO would never have accepted a value engineering option that it was aware was either not suitable, non-compliant or
unsafe.

It is also important to note that the TMO was a not-for-profit organisation. Therefore, it had no commercial incentive to drive down cost to maximise profit for its shareholders. Ultimately, any surplus funds would be put back into the TMO to try and improve services.

The TMO was invested in the long-term success of the refurbishment project. Whilst the various appointed contractors were going to move on at the end of the project, the TMO’s role was to continue to maintain and manage the tower on behalf of its residents. It was in the TMO’s interests that the refurbishment works should be completed successfully and that they should be of good quality.

The post-contract phase.

Now turning briefly to aspects of the post-contract phase, Rydon were now responsible for all aspects of design and the construction works. Artelia remained under the same terms of appointment and continued to advise TMO on a regular basis in respect of how the project was progressing and in respect of their duties under CDM, as well as liaising with Rydon on TMO’s behalf.

As Rydon has set out in its company statement, it is a very experienced contractor, their role in refurbishment projects is that of main contractor, and that typically they were also appointed as principal contractor under CDM. It goes on to state that it had significant experience of discharging these duties in respect of planning, managing and monitoring construction phases. Rydon also has an accredited project management system.

It was Rydon’s responsibility to monitor the works, and there was no obligation on the TMO to make any separate monitoring appointments. However, in order to provide the TMO with further assurances that the project was being properly carried out, the TMO appointed two clerks of works. They were appointed to carry out regular site inspections of the construction works and of the mechanical and electrical engineering installations, and to report back to the TMO on workmanship, quality, progress and site health and safety.

Jonathan White, who inspected the construction work, states he carried out a total of 35 inspection reports, and at no point were any concerns in relation to the application of the cladding or any serious concerns in relation to health and safety raised with the TMO.

In accordance with its role as employer’s agent, Artelia monitored the progress of Rydon’s work against the programme of works on the TMO’s behalf, liaising with Rydon and other contractors on site where necessary. Every month from July 2014, Artelia chaired progress meetings, which were attended by senior representatives on the projects, including TMO, in order for Rydon to update them on the progress of the works.

The health and safety file.

Pursuant to CDM, a health and safety file must be prepared and handed to the client at the end of a project. The purpose of the health and safety file is to ensure that anyone carrying out subsequent construction work on the building has information to be able to plan and carry out that work safely. It is clear that the health and safety file is prepared solely for the purposes of future construction work and maintenance. The health and safety file is not required to follow a set format and may be combined with a building log regulations book or a maintenance manual. The regulations do not envisage that it would be available in the purposes of any emergency.

In 2015, a new set of CDM Regulations came into force, abolishing the role of the CDM co-ordinator and creating a new role of principal designer. This role took on many of the functions of the CDM co-ordinator.

However, and inexplicably, none of the contracting parties were willing to adopt this position. The TMO therefore felt it had no option but to assume the role.

At progress meeting number 17 on 17 November 2015, Rydon agreed to be responsible for the preparation of the health and safety file, and Rydon subsequently subcontracted this work to All Group Holdings Limited.

In her report, Dr Lane is critical of documentation which she attributes as having been prepared by All Group Holdings Limited and as amounting to the health and safety file. To date, no witness statements have been provided from this organisation, but we understand that the Inquiry is now taking steps to seek witness statements from All Group Holdings Limited and we are grateful for this indication. What documentation was prepared by All Group Holdings for the health and safety file and to whom that documentation was provided are matters which the Inquiry may wish to consider in relation to the compliance of that health and safety file.

The TMO and its former employees continue to be committed to the Inquiry’s investigation into the events that led to such an unimaginable loss of life. There can be no denying that both the design and construction of the refurbishment works that took place between 2012
and 2016 comprised the safety of the building and led to these losses.

At all times, the TMO understood that applying cladding to the exterior of the building was a well recognised method for improving the thermal efficiency and, for some, the appearance of a high-rise building.

TMO believes it took reasonable steps to appoint competent specialists to achieve its aim of upgrading Grenfell Tower and bringing the building into line with modern standards. The professionals appointed had the experience and technical expertise to plan, design and build the refurbishment works for Grenfell Tower, as well as to advise the TMO on matters of compliance with industry standards, legislation and safety.

Like so many others, we wish now to understand how, with this infrastructure in place, there were such terrible failings in both the design and construction of the works. The TMO will continue to work closely with the Inquiry to assist them in their detailed review of the issues in Module 1, including a thorough analysis of the TMO's own role, its own duties under the CDM Regulations, and of course with all their ongoing investigations. This is with the genuine hope that the bereaved, survivors and residents who are at the heart of this enquiry get the answers that they deserve, and that you, sir and madam, can make findings to ensure that people are safe and can feel safe in their own homes.

SIR MARTIN MOORE-BICK: Thank you very much.

Now, the next statement we're going to hear from Mr Maxwell-Scott Queen's Counsel. Yes.

Mr Maxwell-Scott: Yes, Mr Maxwell-Scott.

Opening statement on behalf of the Royal Borough of Kensington and Chelsea Tenant Management Organisation, which I shall refer to as the TMO.

The TMO is an example of an organisation to which the council contracted out delivery of services. In a number of places, core participants in their written opening statements for this module refer to the council and the TMO without distinguishing between them. Sir, I make absolutely no criticism of them for this at this opening stage of Module 1, when the relationship between the council and the TMO has not been explored, and when it can be hard to work out who was responsible for what, who did what, and who worked for which organisation.

Legal Team 2 representing the bereaved, survivors and residents say in their opening statement that the council is a complex organisation made up of elected councillors and employed officers, with many separate directorates, departments, functions, services and committees. Some of those services were delivered in-house by the council’s own employees; others were contracted out to other organisations and delivered by employees of those other organisations.

Before returning to the council’s building control service, let me first say something about the relationship between the council and the Kensington and Chelsea Tenant Management Organisation, which I shall refer to as the TMO.

The TMO has also been busy over the last year; busy improving the services which it provides, busy preparing for Phase 2, and busy reflecting on the issues that will be considered in it.

In reflecting on those issues, it has sought to stay faithful to three guiding principles: guiding principle number 1, the Charter for Families Bereaved Through Public Tragedy, which the council has adopted; guiding principle number 2, the commitment to candour which the council has made; and guiding principle number 3, the desire to ensure that the people who lost their lives will never be forgotten.

Commitment to these principles has led the council to identify a number of failings in the way its building control service processed and considered the application for building control approval during the refurbishment of Grenfell Tower. I will say more about this later, but may I say now, on behalf of the council, that it apologies unreservedly for those failings.

Building control is of course only one of the council’s many services. As you have no doubt been discovering in more detail during your investigation, the council has made preparations for Phase 2.

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the council, the TMO, the professionals and contractors involved and others. I agree. Although none of the eight modules in Phase 2 is specifically devoted to analysing the relationship between the council and the TMO, the distinction between the council and the TMO and the close working relationship between them will need to be analysed and understood.

The relationship was governed by a modular management agreement based on a template for such agreements approved by central government. At the risk of oversimplifying the contents of the agreement, which is many hundreds of pages in length, and over 20 years of history of the TMO, the following points can be made.

The TMO came into existence in the mid-1990s because a majority of those who were residents at the time voted in favour of its creation. From that date onwards, it was at all relevant times a separate legal entity from the council.

In 2002, at an extraordinary general meeting of the TMO, it was voted unanimously to amend the TMO’s constitution to enable it to operate as an arm’s-length management organisation, or ALMO. As a result, the TMO additionally took on responsibility for developing and undertaking all major work schemes.

The normal model for an ALMO was that it was owned by the local authority. The TMO was unusual in that it remained an organisation owned by its resident members. This fact and the fact that its constitution expressly stated that the majority of board members must be tenants and leaseholders meant that the TMO at all times remained independent of the council.

In 2006, the Audit Commission published a report on the TMO following an inspection which took place between 17 and 28 July that year. I mention that here because the Audit Commission noted that the TMO was in fact the only ALMO with a majority of tenants on the board.

As stated in its memorandum and articles of association, the TMO was established to manage and maintain the housing stock and ancillary properties of the council. As such, it was effectively the council’s managing agent. So the housing management service which the council, as landlord, provided to the residents of Grenfell Tower was provided by the council through its managing agent, the TMO.

I’m now going to return to the council’s building control service. In doing so, it is important to recognise that this service, unlike the council’s housing management service, was provided by the council entirely independently of the TMO.

Local authorities are required by law to provide a building control service. The way in which the council was structured meant that its building control service fell within the council’s planning and borough development directorate. But one should not infer from this that there was an overlap between the council’s planning function and its building control function. Both functions arise under wholly separate statutory regimes. The building control function is highly technical in nature, and is both conceptually and in practice wholly separate from planning. Fire safety does not fall within the remit of planning. It does fall within the remit of building control.

Persons carrying out building work within the borough who needed to use a building control service had the option of using the council’s building service, which is a public sector service, or of using an approved inspector, which is a private sector service. Both are permitted by law to act as building control bodies.

It is important to be clear about the nature of the service offered by local authority building control and by approved inspectors. It is not a design service; it is a checking service.

Legal Team 1, representing the bereaved, survivors and residents, described the building control officer as providing the last line of defence against the construction of an unsafe building.

Your expert, Beryl Menzies, puts it this way: “The role of a Building Control Body is only to check for compliance with the requirements of the Building Act and the Building Regulations. A [building control body] has no role in the design: it checks submitted proposals and inspects work on site to ascertain compliance.”

What that means in practice is this: if the professional design team engaged to create the design have created an unsafe design, and if the unsafe features of that design have not been detected during the design team’s internal checking processes, then the external checking service provided by building control represents the last opportunity to spot the errors of the design team and stop the unsafe design being built.

As is well known, in the case of Grenfell Tower, the application for building control approval was made to the council’s building control service, rather than to an approved inspector.

Mr Chairman, I mentioned earlier that the council had engaged in a process of reflection which had led it to identify number of failings in the way its building control service processed and considered the application
The Inquiry has an important role to play here, to prevent Grenfell ever happening again.

The council apologises unreservedly for these
7 July 2016. It should not have done so. This
means that, in the case of each such building, a professional design team has created an unsafe design, and the unsafe features of that design have not been detected during the design team's internal checking processes, and the external checking service has failed to spot the errors of the design team and stop the unsafe design being built.

So, in hundreds of cases, the last line of defence, together with all previous lines of defence, has failed. Sometimes that last line of defence will have been a local authority building control service. Sometimes that last line of defence will have been an approved inspector. Sometimes it will have failed in similar ways to the ways it failed at Grenfell. Sometimes it would have failed in different ways. But the bottom line is that in hundreds of cases, it will have failed. This is not just a local problem; this is a national problem, and it will require national solutions.

Returning to the council, there have been changes in its building control service since the fire. In my written opening statement, I stated that the council
intended to provide the Inquiry with a written update on key changes made within its building control service before the start of Module 1. That document was provided to your team last week.

Summarising it in a sentence, many changes have been made, but a number of opportunities for further improvement have been identified.

Mr Chairman, as you are aware from having read my written opening, the council has made observations in it on a number of issues which I have not addressed you on this afternoon. These include the decision to refurbish the tower, the budget for the refurbishment project, and the choice of cladding material, to name just a few.

I do not propose today to lengthen this opening statement by repeating what I have said in writing or by adding to it. This is the beginning of Module 1, not the end, and there is a great deal of important evidence to be heard on many issues. In our closing submissions for Modules 1, 2 and 3, we will set out in detail and with candour the council's position on all issues relevant to it that have arisen in those modules.

May I finish by quoting from what the leader of the council said in her speech to full council on 22 January this year:

"There is a stark reality we face: 72 people died,
for building control approval during the refurbishment of Grenfell Tower.

The council would have wished to have reached this stage sooner than it did, but, through its own fault, it was unable to do so. This is because its building control service failed to retain sufficient records for the Grenfell Tower refurbishment project.

What has changed within the last few months is that the Inquiry’s experts have succeeded in partially reconstructing the documentary record from the limited records building control had and the documents disclosed by a number of core participants, including Studio E, Rydon, Harley and Exova. This has enabled the council to identify a number of failings on the part of its building control service. I have set them out in paragraphs 97 to 105 of my written opening statement by repeating what I have said in writing or by adding to it. This is the beginning of Module 1, not the end, and there is a great deal of important evidence to be heard on many issues. In our closing submissions for Modules 1, 2 and 3, we will set out in detail and with candour the council’s position on all issues relevant to it that have arisen in those modules.

May I finish by quoting from what the leader of the council said in her speech to full council on 22 January this year:

"There is a stark reality we face: 72 people died,
and this council could have and should have done more to stop it happening. Grenfell is a tragedy which should not have happened. It is a tragedy that can never happen again.”

Thank you.

SIR MARTIN MOORE-BICK: Thank you very much.

Now, the next statement is to be made by the Mayor of London.

Ms Studd, would it be convenient for you to make your opening statement now, or are you going to require more than, say, 15 minutes? Then perhaps if you would like to come up to the front, you could do it now.

Opening statement on behalf of the Mayor of London by MS STUDD

The report of Phase 1 of the Inquiry, delivered on 30 October 2019, focused on the immediate and terrible events of the night of 14 June 2017, which resulted, as we all know, in the deaths of 72 individuals. It was focused on the causes of the fire, the emergency response, and the experience of those who survived, as well as commemorating those who died. It was an important first step in justice for the Grenfell community.

The contents of the Phase 1 report indicated that there was much to be learned from the evidence heard and the conclusions reached. The Mayor welcomes the Chairman’s decision to make recommendations, and, without detailing the action to be taken, this not being the correct forum to do so, he can reassure the Chair of the commitment on his part to oversee the implementation of the Phase 1 recommendations in London, and to proactively encourage others to urgently adopt them as a matter of priority.

As the Inquiry looks forward to Phase 2, the Mayor welcomes the consideration that the Inquiry has given to the venue, and the need for it to be more easily accessible to those who were and remain most affected.

The new location here in West London is a welcome step, and the need for it to be more easily accessible to those who were and remain most affected.

The Mayor supports the bereaved, survivors and residents in their determination to ensure that Phase 2 of the Inquiry provides such accountability.

The Mayor joins with Mr Millett in his criticism that the openings of the corporate core participants for this part of the Inquiry are characterised by buck-passing and a conspicuous lack of acceptance of any responsibility for any elements that rendered this building non-compliant, as indeed you found it to be in your Phase 1 report.

Obviously it is to be expected that all the core participants will positively contribute to your Inquiry, ensuring that all issues are considered thoroughly. They have agreed to do so in their oral openings before you, and the Inquiry team must hold them to account to ensure that those words are borne out in practice.

An additional point that can be divined from the conclusions reached by the Inquiry in Phase 1 that the failure of a common domestic appliance in the kitchen of flat 16 at Grenfell Tower should never have resulted in the tragic loss of life that occurred on that night.

Without revisiting the extensive evidence that was heard as part of the Phase 1 hearings, the expert evidence disclosed very significant defects, resulting in the conclusion that the building envelope "created an intolerable risk to safety resulting in extreme harm". It also highlighted an absence of proper maintenance of active and passive fire measures.

Phase 2, Module 1 will begin the process of detailed examination of the design, construction and modification of the building, and the provision of maintenance of active and passive fire measures to determine what caused this building to fail as it did. Any investigation into those failings has to be accompanied by accountability for them.

The Mayor supports the bereaved, survivors and residents in their determination to ensure that Phase 2 of the Inquiry provides such accountability.
written openings, and one which the Mayor would like you and your panel members to consider, is what can be done to prevent the situation that occurred here, where a very large number of contracts and subsidiary contracts have provided an environment where no one corporate participant is accountable for the whole project, where the contractual relationship appears to take priority over the successful but more importantly the safe delivery of the project, and where catastrophic failures can easily be passed off by one contractor to be the fault of another.

While this phase of the Inquiry will inevitably be focused in large part on the decision-making in relation to the fatally flawed refurbishment and design of Grenfell Tower, the Mayor would emphasise that the bereaved, survivors and residents must remain central to this Inquiry and its work.

Thank you.

SIR MARTIN MOORE-BICK: Thank you very much.

MR WALSH: Yes. Good afternoon, sir. Good afternoon, madam.

Can I make it clear from the outset of this relatively brief statement of the London Fire Brigade that, as Phase 2 of the Inquiry gets underway, the LFB remains focused on delivering all necessary positive changes to operational procedures and training which reflect the lessons learned from the tragic events of 14 June 2017. I will come back to that in just a little bit more detail in a moment.

Of course, now is not the time for submissions on the content of your very thorough Phase 1 report. There will be ample opportunity for that in Module 5, when the LFB's operational response to the fire is to be revisited, along with broader, including national, issues, as I understand it.

It is enough to say for the present that the LFB's energies are concentrated on the recommendations which you made in that Phase 1 report, which are welcomed by the Brigade, and on seeking to implement them.

With that in mind, the issues in evidence which are to be examined in Module 1 and the modules which immediately follow it are of crucial importance to the LFB's learning process, so that positive changes may be fully informed by a clear understanding of how the condition of Grenfell Tower facilitated the development of the fire.

SIR, I hope that you will bear with me while I reiterate very briefly a small but crucial point in the Brigade's opening and closing statements for Phase 1, because they're relevant to Module 1 of Phase 2. That point, insofar as they touched upon the fire safety requirements of the building regulations, which require that residential high-rise buildings should be designed, built and maintained -- crucially, maintained -- to support the stay-put principle, and of course that is and was at the time of the Grenfell Tower fire central to the issues of fire safety which arise in the course of construction or refurbishment of such buildings. I do so, I revisit this, in case there is still a degree of misunderstanding in the public arena, as we think there is, about the origins and purpose of the stay-put principle.

As certain of the Inquiry's experts have pointed out, stay-put is not a principle or policy which was invented by fire and rescue services. Far from it. It is a principle of building design and construction which is bolstered by the requirements of the building regulations.

As Dr Lane emphasised during her evidence in Phase 1:

"The fire protection measures must be constructed and then maintained to ensure that they are fit for purpose in the event of fire. The stay-put strategy is provided through design, construction and ongoing maintenance. All building occupants, including the Fire Brigade, rely on it in the event of a fire. It is the single safety condition provided for in the design of high-rise residential buildings in England. The statutory guidance makes no provision within the building for anything other than a stay-put strategy."

Now, sir, that is obviously a statement of incontrovertible fact which should, in our submission, form the backdrop to the consideration of evidence in Module 1 and beyond. Because of course, whether we like it or not, the stay-put principle is still the single safety provision for buildings of this kind, for the purposes of fire. Of course, within the meaning given...
to it by Dr Lane, obviously the stay-put principle is dependent upon multiple layers of fire safety measures to support it.

In those circumstances, the LFB submits that the public and emergency services should be entitled to have faith in the efficacy of such a fundamental fire safety requirement, and at the very least that those who engage in major refurbishments do not do so in a way which radically undermines or even eradicates -- as appears to have occurred at Grenfell Tower tragically -- that single fire safety condition.

Phase 1 of the Inquiry was a robust and thorough examination of the operational response to the fire by the fire service and its partner services, and the LFB trusts -- indeed it knows, sir, having heard Mr Millett’s opening -- that the Inquiry and its experts will apply the same meticulous scrutiny to the questions how and why Grenfell Tower came to fall so far short of these basic regulatory requirements that it was the scene of the worst and most devastating fire in residential premises since the Second World War.

A full understanding of how and why the fire took hold and developed -- which will be looked at, I know, in Module 2 and beyond, but is relevant to Module 1 -- how it developed with such rapidity and to such an extent is also of paramount significance to fire and rescue services nationally, that is if the advancement of policy and training and learning is to be achieved to maximum effect, in the interests of public safety and that of firefighters who must be deployed into buildings to carry out fire and rescue duties.

Sir, although not strictly pertinent to Module 1, this is an appropriate moment, if you wouldn’t mind, for me to gently remind you and the Inquiry team that the Brigade is strongly of the view that a detailed smoke, heat and fire modelling project will provide essential information from which fire and rescue services can plan effectively for similar incidents in the future. Such a modelling exercise will be invaluable in assessing the potential impact which the manner in which fire and smoke and heat behaved during the Grenfell Tower fire had on the viability of rescue and evacuation of residents at different times of the night.

Important information of that kind may be extrapolated to predict the behaviour of fire and smoke in any future incidents of a similar kind, and be used by fire and rescue services to assist in the continuous review of policies and procedures which are underway as we speak.

This is of particular importance given the statutory and moral obligations which fire and rescue services have to the safety of firefighters who are deployed into buildings in a fire situation. That wasn’t directly within scope in the first phase of this Inquiry, but it’s particularly relevant to buildings which are fundamentally unsafe by reason of the failure of multiple levels of fire safety measures which they are supposed to be designed to provide.

In that regard, sir, the Brigade is appreciative of the fact that your Phase 1 report recognises the bravery and selflessness of firefighters who were deployed into Grenfell Tower on the night of the fire, in some cases without firefighting equipment, which created very significant risks to their safety.

Now, fire and rescue services must obviously assess and reduce, as far as is reasonably practicable, the risks to both firefighters and members of the public through the development of training and policy, and this is one of the key reasons why the detailed analysis of the range of issues to be addressed in Module 1 and beyond is of such crucial significance to fire service learning.

Now, while these opening submissions must be confined, of course, to matters under consideration in Module 1, it’s important just for a moment, if I may, to emphasise the tireless work which the LFB continues to undertake to ensure now that Londoners are kept safe in the event of fire. That wide-ranging work, which commenced immediately after the Grenfell Tower fire, has been well documented in statements to this Inquiry, and in publicly available material provided to stakeholders such as the Greater London Authority.

Close liaison with central government has also been at the heart of the LFB’s programme, with a substantial investment in terms of finance, time, fire service personnel, to ensure that learning from the Grenfell Tower fire is progressed with expedition.

Not least of the LFB’s priorities, as I have said, is the urgent work to address your recommendations from the Phase 1 report, which, as I have also said, are acknowledged and welcomed by the Brigade.

The Phase 1 report represented a thorough and detailed analysis of the vast amount of evidence adduced during Phase 1, and, sir, as I know, much of that evidence was derived from the LFB itself, not only in the evidence provided by Brigade staff at the live hearings, but also in the painstaking operational response reports which were compiled by the LFB over many months, beginning immediately after the fire, as I say, the contents of which, I think it’s fair to say,
formed a fair amount of the factual material in the
Phase 1 report.

Consequently, the Brigade hopes that it has provided
real and meaningful assistance to the Inquiry, both
through the preparation of those reports and by
facilitating the complex process of ensuring the
attendance at the Inquiry of over 80 firefighters, who
all spoke freely and we suggest candidly and openly
about their experiences, and other Fire Brigade staff
who gave oral evidence drawn from written statements
made by many hundreds of firefighters who attended on
the night.

So the matters to be addressed in Module I represent
the beginning of the process of learning how it was that
a building that was designed and built to keep residents
safe appears to have promoted the development of
a devastating fire with such catastrophic consequences.
The Brigade -- this is very important that I make
this point -- has listened very hard to the findings of
the Phase 1 report, and it is committed to working with
the Grenfell community to do everything possible to
prevent such a tragedy ever happening again, and
obviously it goes without saying that the Brigade will
continue to assist you and your team in the coming
months in every way it can.

Finally -- and here I make no apology for again
repeating what we said in the Brigade's opening and
closing statements for Phase I -- the LFB, the
London Fire Brigade, and all of those who work within
it, will never forget the appalling impact which the
night of 14 June 2017 had and continues to have on the
bereaved, survivors and residents of Grenfell Tower and
the surrounding area.

Here we join with Ms Studd's assertion on behalf of
the Mayor of London in commending the Inquiry for
ensuring that they have been and will continue to be
central to the Inquiry process, to ensure that
meaningful lessons will be learned and acted upon.

Sir, I don't think I can help any further.

SIR MARTIN MOORE-BICK: That's very helpful, thank you very
much.

Now, Mr Seaward, you are going to make an opening
statement on behalf of the Fire Brigades Union, I think.
Opening statement on behalf of the Fire Brigades Union
by MR SEWARD
MR SEWARD: Thank you, sir, madam.
I am instructed by Thompsons Solicitors, and
represent the Fire Brigades Union and the
firefighters, control staff and fire safety officers
whom it represents.

Our written opening submissions have been disclosed
to all core participants, and, trusting you and your
colleagues have read them, I won't read them out today,
but instead focus on a few key issues facing the
Inquiry.

The FBU remains humbled by the suffering of the
deceased and the bereaved, survivors and relatives of
the deceased as a result of the Grenfell Tower disaster,
and committed to a full and open Inquiry.

About the panel. Two assessors remain for Phase 2,
after Joyce Redfearn stepped down, and one panel member
after the resignation of Benita Mehra and
Professor Hamdi. The FBU is aware, in light of all the
disclosure and the witness statements, of the heavy
burden of evidence-weighing and decision-making that
faces the Inquiry in Phase 2, and we support the
application made by Michael Mansfield QC for your
support in encouraging the speedy appointment of another
panel member to serve with Thouria Istephan.

In this connection, the FBU invites you to
reconsider recommending the appointment of
an independent environmental health practitioner to
serve either as a panel member or as an additional
assessor. An independent and well respected expert in
the fields of environmental health, social housing and
the housing health and safety rating system under part 1
of the Housing Act 2004 would complement the areas of
expertise and knowledge of yourself, Ms Istephan,
Professor Nethercot and Joe Montgomery.

You may wish to revisit paragraph 3 of the FBU's
application of 28 November 2017 and paragraph 9 of the
written submissions that we lodged in support of that
same date, in support of that application for the
appointment after independent environmental health
practitioner. Such an individual would have experience
throughout his or her working life of going into
high-rise blocks and listening to the difficulties of
those who live in high-rise blocks, and writing reports
to try and improve the conditions of people living in
high-rise blocks. They develop a profound understanding
of the people who live in high-rise blocks and the
problems that they face.

About interim recommendations, the FBU supports
Anne Studd QC's submission on behalf of the Mayor to
consider these at each module of Phase 2. The FBU can
assure the Chairman that we are doing what we can to
progress the recommendations that you have made.

I should say, before passing on, that we agree with
all of the submissions made on behalf of the Mayor.

About the evidence in Module I. In Phase 1, several
firefighters and control room staff who are FBU members were in the witness box for more than a day, some for two to three days. The FBU hopes the Inquiry team will likewise probe witnesses thoroughly in Module 1 on how Grenfell Tower came to be coated in a combustible rainscreen cladding system which destroyed compartmentation in the building, both between the flats and the exterior façade and across the façade and over the crown; on the knowledge and training and experience of the professionals and supervisors engaged on the project -- you will recall, of course, the firefighters were asked about their knowledge, and we expect the same to be put to the witnesses in Module 1; their attitudes to fire safety, to building control and the London Fire Brigade and how fire safety came to be afforded such a low priority; and how the use of this sort of cladding became so widespread in England.

Moving on to the blame game, the FBU welcomes tool of the crown; on the knowledge and training and experience of the professionals and supervisors engaged on the project -- you will recall, of course, the firefighters were asked about their knowledge, and we expect the same to be put to the witnesses in Module 1; their attitudes to fire safety, to building control and the London Fire Brigade and how fire safety came to be afforded such a low priority; and how the use of this sort of cladding became so widespread in England.

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in May of 2018, and all of this is foreshadowed by her reporting. In her interim report of December 2017, Dame Judith Hackitt said of the Grenfell Tower fire, “This tragic incident should not have happened in our country in the 21st century”... I’m sure we all echo that -- and her review would provide useful background for this Inquiry.

Sir, I hope you will forgive me if I just remind the Inquiry of what she said in this context, insofar as it’s relevant to Module 1. She described how the regulatory system covering high-rise and complex buildings was not fit for purpose, leaving room for non-compliance. That’s page 1.24.

Amongst so many findings to support that central conclusion, she found enforcement and sanction measures are poor and do not provide adequate means of compliance, assurance, deterrence or redress for non-compliance. That’s paragraph 1.24.

Among her key recommendations was there is a need for a radical rethink of the whole system and how it works. This is most definitely not just a question of the specification of cladding systems, but of an industry that has not reflected and learned for itself.

That’s page 5 of her final report.

The FBU agrees with Dame Hackitt’s analysis and contends the lack of stronger and more effective enforcement played a key causal role in the Grenfell Tower disaster. That raises the question for this Inquiry, we contend: why was enforcement ineffective?

The FBU contends that this, this Grenfell Tower tragedy, is a paradigm example of deregulation not working, that companies in the construction industry cannot be trusted to regulate themselves, that over a decade of austerity cuts have reduced the effectiveness of building control and of the fire safety department.

In her final report of May 2018, Dame Hackitt noted many more since Dame Hackitt’s final report, but she noted the ones until then. She said: “Subsequent events have reinforced the findings of the interim report and strengthened my conviction that there is a need for a radical rethink of the whole system and how it works. This is most definitely not just a question of the specification of cladding systems, but of an industry that has not reflected and learned for itself.”

That’s page 5 of her final report.

She listed the key issues underpinning the systemic failure. The reason I just summarise those below is because they reflect what I said earlier, and you may find that it’s almost a template for Module 1 of this Inquiry.

Sir, the key issues underpinning the failure of the regulatory regime:

Ignorance. Regulations and guidance weren’t always read by those who need to, and when they do read them, the guidance is misunderstood and misinterpreted.

Indifference. The primary motivation is to do things as quickly and cheaply as possible, rather than to deliver quality homes which are safe for people to live in. When concerns are raised by others involved in building work or by residents, they are often ignored.

Some of those undertaking building work failed to prioritise safety, using the ambiguity of regulations and guidance to game the system.

Thirdly, lack of clarity on roles and responsibilities -- I won’t quote all that she says about it -- and inadequate regulatory oversight and enforcement tools.

Sir, a major part of the reasons underlying the systemic failure in Dame Hackitt’s assessment is the absence of effective enforcement.

Judging from the opening submissions of the core participants to this Inquiry, Dame Hackitt could have been writing about this very refurbishment project. The FBU hopes the Inquiry will explore this minimum compliance culture -- or “race to the bottom”, as she described it in her report -- in the Grenfell Tower refurbishment project to discover whether the failure of the enforcement agencies, particularly building control and the fire safety department, played a causal role in the tragedy.

At the risk of trespassing onto the ground reserved for Module 5, but to explain the FBU’s interest in Module 1, the FBU contends that at the very time that their job was becoming much more complex with deregulation, which facilitated a much more flexible approach to design and construction, successive cuts over the last decade have led to reduced staffing levels and enforcement budgets for building control and the fire safety department. So it’s a double whammy: the job is getting more complicated, the staff is being reduced, and the funds for enforcement.

Also, that deregulation has increased the workload of enforcers by making their jobs more complex, this at a time when they are subject to cuts, staff shortages, increased workloads. I won’t cite it because it hasn’t been disclosed yet, but see, for example, the witness
statement under unique ID {RBK00033934} at paragraphs 3 to 4.

As Dame Judith Hackitt says at paragraph 3.23 of her interim report, having a performance-based system which relies on sophisticated judgements places increased reliance on the competence of those undertaking the design and construction of the buildings and the skill and rigour of the regulators verifying the quality of the work that’s done.

SIR MARTIN MOORE-BICK: Yes, Mr Mansfield.

MR MANSFIELD: Yes, I am.

SIR MARTIN MOORE-BICK: Yes, Mr Mansfield.

MR MANSFIELD: Sir, madam. May we thank you for the opportunity. I will be very brief.

The timing of this application on behalf of certain corporates with regard to whether they will answer questions or have immunity -- both are linked -- in relation to those questions is highly reprehensible and highly questionable, coming on the eve of evidence.

There has been plenty of time for this to have been considered, as it does normally in inquiries and inquests, with many weeks to go before you actually get to the evidence.

So we have a major question over why it’s been done today, because it has caused -- and I speak for Team 2 and Team 1 on this issue -- immense anxiety, distress and anger, at a time which has come throughout a much longer period of waiting after this disaster, of waiting to get to the point of accountability, as it were to be almost thwarted at the doors of the court.

As far as that is concerned, therefore, I’m not at this moment going to go into the substance of it all, merely to ask for your indulgence in a couple of ways.

One of them is that we don’t seek to delay these hearings at all. There is no desire -- I entirely support your desire to conclude these matters within a reasonable timeframe.

However, as you are aware, Team 1 and Team 2 comprise a very large number of BSRs, many of whom or some of whom don’t live in London, some live abroad, and getting them together -- they’re not all here today -- so that they can be spoken to together rather than in a piecemeal fashion over telephone calls and so on is a task which we would not engage in if this was a minor matter. You will appreciate of course that this decision will have far-reaching effects for the quality and nature of this whole Inquiry. Therefore, explaining what the repercussions are of the various options that are open to the families to, as it were, contribute to you and your panel member’s decision is something which is taken very responsibly.

As far as that is concerned, we have already begun the process. However, we are sitting tomorrow, and we are not suggesting the application shouldn’t be made tomorrow; we would ask that they do, those who want to make this, so that we can see whether the terms of what is said tomorrow on their behalf measures with the written material we have already been provided with, and then we can make sensible measures to advise those people. We can’t do it tomorrow afternoon, unfortunately.

So you know the proposal, there is going to be an attempt to, as it were, hire a public building in London not far from here where they will all gather. Those of us, as it were, who represent the BSRs have talked about this. It is possible to get the vast majority to one place at one time to be advised by all those who represent so it’s done as you would wish it, namely not staggered. But that will take some time on Friday.

We would therefore come to the bald point, which is this: would you be kind enough to allow us to make representations orally on Monday morning first thing?
MR MILLET: Mr Chairman, no, I don’t, other than to say that if Mr Mansfield thinks, on reflection, that he needs the time over the weekend both to provide you and indeed my team with written submissions and properly to be able to advise his clients so that they fully understand the ramifications of what’s involved and to make a considered decision, then that’s most important.

SIR MARTIN MOORE-BICK: Yes.

MR MILLET: I am sure that we can make whatever adjustments to the timetable that we can for Monday suitably in advance. Of course, you will understand Mr Chairman, that we have two witnesses currently slated for Monday, but if we start a little bit later on Monday and there is a small impact on the timetable, if it’s to hold up, then that can be accommodated.

Can I just say something else. Mr Mansfield mentioned hiring a hall somewhere. All I would do is extend the invitation to him to come to talk to us after this to see whether this room might be available.

I speak without any instructions at all, but it does seem to me to be inconvenient to the BSRs to have to find somewhere else.

SIR MARTIN MOORE-BICK: That’s a good idea. Thank you very much, that’s very helpful.

MR MANSFIELD: I’m most obliged.

SIR MARTIN MOORE-BICK: Mr Mansfield, as I have already said, I do understand the difficulties you have in explaining to your clients -- of whom there are very many, of course -- what this proposal involves and what it does not involve.

MR MANSFIELD: Yes.

MR MILLET: Mr Chairman, do you have any response?

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MR MANSFIELD: Yes.

MR MILLET: Mr Chairman, do you have any response?

MR MILLET: Mr Chairman, no, I don’t, other than to say that if Mr Mansfield thinks, on reflection, that he needs the time over the weekend both to provide you and indeed my team with written submissions and properly to be able to advise his clients so that they fully understand the ramifications of what’s involved and to make a considered decision, then that’s most important.
SIR MARTIN MOORE-BICK: I noticed that. I have been given the names of those who are.

MR MANSFIELD: I am concerned in a later module. Certainly I’m very happy, unless somebody else wishes to do it, to do it on Monday morning.

SIR MARTIN MOORE-BICK: Yes. All right. Probably I can’t help you any further at the moment, can I?

MR MANSFIELD: No, thank you.

SIR MARTIN MOORE-BICK: Thank you very much.

MS BARWISE: Yes, and I totally understand that. The only thing I would just like to check with my solicitors is, I know you will have been expecting to address us tomorrow afternoon, but I asked you to come up is because we have now got to the end of the business that was scheduled for today.

MS BARWISE: Yes.

SIR MARTIN MOORE-BICK: But, as we have just been discussing, we have additional business to fit in tomorrow afternoon, at the end of a day in which, by my reckoning, we have three and a half hours’ opening statements scheduled, and I was going to have the temerity to ask you whether you are ready to go this afternoon or would be if I were to adjourn now for quarter of an hour to give you time to collect yourself?

MS BARWISE: Yes, and I was.

SIR MARTIN MOORE-BICK: It seems a shame at 2.45 to have another short day.

MS BARWISE: Yes, and I totally understand that. The only thing I would just like to check with my solicitors is, I know that some clients had planned to come tomorrow for our opening, and that does give me a little difficulty. In answer to your question, I understand your timetabling, I would be more than welcome to oblige, but I think there is just that issue, that many have made plans.

SIR MARTIN MOORE-BICK: That’s a very proper consideration, so I’m not going to put you under any pressure, and indeed you might not want to say everything that you need to say today.

MS BARWISE: I was going to add a few things, sir, in light of events.

SIR MARTIN MOORE-BICK: Well, look, we will rise for quarter of an hour.

MS BARWISE: Yes.
programme for today. Again, we have done so rather more quickly than we thought was going to be the case, but there it is.

We have to stop there, and we will resume tomorrow at 10 o’clock, when we shall see you again, Ms Barwise.

MS BARWISE: Most grateful, sir.

SIR MARTIN MOORE-BICK: Thank you.

10 o’clock tomorrow, please. Thank you.

(3.02 pm)

(The hearing adjourned until 10 am on Thursday, 30 January 2020)
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