

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 29

July 29, 2020

Opus 2 International - Official Court Reporters

Phone: +44 (0)20 3008 5900

Email: transcripts@opus2.com

Website: <https://www.opus2.com>

1 Wednesday, 29 July 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. Today we're going to hear further
 5 evidence from Mr Blake, one of the employees of Rydon.
 6 So would you ask Mr Blake to come back, please.
 7 MR STEPHEN BLAKE (continued)
 8 SIR MARTIN MOORE-BICK: Good morning, Mr Blake.
 9 THE WITNESS: Good morning.
 10 SIR MARTIN MOORE-BICK: Get settled in and then we'll start.
 11 (Pause)
 12 All right, ready to carry on?
 13 THE WITNESS: I'll just pour some water.
 14 SIR MARTIN MOORE-BICK: Do, yes, of course.
 15 (Pause)
 16 Right?
 17 Yes, Mr Millett.
 18 Questions from COUNSEL TO THE INQUIRY (continued)
 19 MR MILLETT: Mr Chairman.
 20 Mr Blake, good morning.
 21 I want to go back over some evidence that you gave
 22 us yesterday about the discussions on 11 March, and the
 23 email of that day.
 24 Could you please turn to {RYD00003279}. This is the
 25 email from Jeff Henton to Alan Sharrocks and a group of

1

1 others at Rydon of 11 March 2014 that I asked you about
 2 yesterday. You can see, and you said, that you weren't
 3 copied in on it, and I think you couldn't explain why.
 4 Do you recall your evidence about that yesterday?
 5 A. Yes.
 6 Q. Yes.
 7 Just to give you a little bit of background about
 8 what you said yesterday as well, you told us that you
 9 couldn't explain how it was that Jeff Henton was having
 10 a conversation with Peter Maddison about the bid at that
 11 time -- that was {Day28/148:24} to {Day28/149:8} -- you
 12 couldn't tell us anything about that conversation --
 13 that was {Day28/149:25} -- and also that you didn't know
 14 at this time that Rydon's appointment would be
 15 conditional upon its ability to accommodate the TMO's
 16 desire for value engineering, and that that only became
 17 clear to you when you were contacted by the TMO on
 18 13 March 2014, a couple of days after this email, and
 19 that was {Day28/152:10-21}.
 20 Do you remember giving that evidence yesterday?
 21 A. I do, yeah.
 22 Q. Now, I want to show you some emails of this time. Can
 23 I ask you first, please, to look at {RYD00086650}. Just
 24 taking it slowly, this at the bottom of the page is
 25 an email from Sandra Guest to you on 10 March at 17.12.

2

1 Sandra Guest was Jeff Henton's assistant, wasn't
 2 she?
 3 A. That's right, yeah.
 4 Q. Yes. She says:
 5 "Steve
 6 "Jeff wants to push the note below around to all
 7 internally who have been involved in this bid and asked
 8 if you could provide me their names please?
 9 "[Thanks]
 10 "S."
 11 Then the note below, under the asterisks, it says
 12 this:
 13 "Hi Team
 14 "I have spoken with Peter Maddison at Kensington &
 15 Chelsea TMO Ltd, who informs me that our price for the
 16 above is in first place, allied to which our
 17 presentation and documentation is also in first place.
 18 Therefore, subject to a small amount of value
 19 engineering, Peter should be in a position to recommend
 20 our appointment on this scheme to his Board early next
 21 week.
 22 "I would personally like to thank you all for your
 23 efforts in achieving this excellent results and look
 24 forward to a successful scheme.
 25 "Regards

3

1 "Jeff."
 2 Now, if we look at the response from you at the top
 3 of that chain, we can see that you replied the following
 4 morning to Sandra Guest, on 11 March, 9.13 in the
 5 morning, and you simply set out a list of the members of
 6 the team who went on to receive that email: Alan --
 7 that's Alan Sharrocks -- Simon, Zak, Katie, Sue,
 8 Christina, Peter A and Frank.
 9 Pausing there, does this trigger a recollection for
 10 you?
 11 A. It doesn't. I haven't got any recollect of this.
 12 Q. Are you able to assist with what gave rise to
 13 Sandra Guest sending you a draft, which we can see in
 14 the bottom email?
 15 A. Only that I would have been out, otherwise she would
 16 have come and asked me.
 17 Q. Were you already aware, when she sent you this email on
 18 the evening of 10 March, of Jeff Henton's discussion
 19 with Peter Maddison?
 20 A. I don't recall when I was exactly told, but reading that
 21 would have told me that.
 22 Q. Right.
 23 Had you discussed Jeff Henton's contact with
 24 Peter Maddison before Sandra Guest sent you this email
 25 on the evening of Monday, 10 March?

4

1 A. No.
 2 Q. You say no?
 3 A. Sorry, can you repeat the question?
 4 Q. Yes.
 5 Had you discussed Jeff Henton's contact with
 6 Peter Maddison, where he says in the text underneath the
 7 asterisks, "I have spoken with Peter Maddison"? Had you
 8 discussed Jeff Henton's contact with Peter Maddison --
 9 A. With Jeff?
 10 Q. -- with Jeff Henton before you received this email from
 11 Sandra Guest?
 12 A. I can't recall.
 13 Q. Right.
 14 Do you accept now, sitting there, seeing this email
 15 to you on the evening of 10 March, that it's not correct
 16 to say that the first you knew about Rydon's appointment
 17 being subject to value engineering was when you were
 18 contacted by the TMO on 13 March?
 19 A. Yeah, against this email, that's not correct, no.
 20 Q. Do you now recollect how it was that Jeff Henton came to
 21 be in contact with Peter Maddison about your bid?
 22 A. No, I don't.
 23 Q. Now that we've seen this email, can you recall any other
 24 discussions, either with Mr Henton or with
 25 Peter Maddison or anybody else at the TMO, around this

5

1 time about the requirement to undertake value
 2 engineering in order to secure the Grenfell Tower
 3 project contract?
 4 A. No.
 5 Q. Now, we discussed yesterday the fact that you had met
 6 representatives of the TMO at a conference on
 7 4 to 6 March 2014 at Brighton.
 8 Did you talk to anyone from the TMO between that
 9 conference and the meetings at that conference and the
 10 time of their contact on 13 March 2014?
 11 A. I can't recall.
 12 Q. Can we look at another document. This is {RYD00003274}.
 13 Again, let's look at it slowly.
 14 Here is, at the bottom of the page -- I should just
 15 explain to you what this is. It's an email chain
 16 between Jeff Henton, Peter Maddison and someone called
 17 Judella Ferreira, who we believe to have been
 18 Sacha Jevans' PA. The whole chain is on 10 March 2014.
 19 I would like to look with you, please, at the bottom
 20 of page 1. It's from Peter Maddison, it's 10 March at
 21 16.57, so just a little earlier in the day on which you
 22 got the message from Sandra Guest that she sent to you
 23 that we started this morning with.
 24 Peter Maddison says to Jeff Henton, copied to
 25 Judella Ferreira, "Subject: Sacha's PA":

6

1 "Hi Jeff
 2 "Sacha's PA is Judella. I have copied her into this
 3 message, so your PA can contact her to arrange a meet up
 4 with Sacha and I.
 5 "Regards
 6 "Peter."
 7 Do you recall discussion at this time of a meet-up
 8 between Jeff Henton and Peter Maddison and Sacha Jevans
 9 of the TMO?
 10 A. I don't recall.
 11 Q. Let's look higher up the chain. The next email comes
 12 back from Jeff Henton to Sandra Guest -- I say back; it
 13 comes from Jeff Henton to Sandra Guest at 18.26:
 14 "Sandra
 15 "Please could you arrange lunch or evening meal if
 16 they would prefer, venue TBA, but Central London, mid
 17 April.
 18 "Jeff."
 19 Do you see that?
 20 Then he corrects himself one minute later at 18.27,
 21 where he says:
 22 "Sorry, Peter, Sacha, Steve and me!
 23 "Jeff."
 24 Do you know what the purpose of this meet-up was?
 25 A. It would be to recognise the award of the contract.

7

1 Q. Right.
 2 How did that arise? How did this discussion about
 3 meeting up to discuss the award of the contract arise?
 4 A. I don't know.
 5 Q. Do you know when it was first discussed between
 6 Jeff Henton and Peter Maddison?
 7 A. No.
 8 Q. Do you know who first suggested the meeting or a meeting
 9 between Rydon and the TMO to discuss the award of the
 10 contract?
 11 A. I don't know.
 12 Q. You don't know? So are you telling us that Jeff Henton
 13 didn't discuss this with you, even though you had been
 14 in charge of the bid?
 15 A. He's informed me via this email, so ...
 16 Q. Let's look at {RYD00094368}, please. This is the same
 17 email string that we've seen. If you look a little bit
 18 lower down page 1, you can see Mr Henton's message to
 19 Sandra Guest and his message two minutes later
 20 correcting the list of attendees. Steve would be you in
 21 that.
 22 Then he sends this email string to you, the same
 23 evening. This is now 7.20 in the evening of
 24 10 March 2014, and this is from you to Jeff Henton:
 25 "Spoke to Peter about the award and they are keen to

8

1 get going.
 2 "They need to do a fair amount of value engineering
 3 which should be achievable.
 4 "All in all feels like a result."
 5 Looking at that, Mr Blake, it looks as if, by the
 6 evening of 10 March 2013, you had spoken to
 7 Peter Maddison directly about the award of the contract
 8 to Rydon. Is that correct?
 9 A. Yeah, that appears that way. Yeah, I do not have
 10 a recall of that.
 11 Q. When did that conversation with Mr Maddison take place?
 12 A. I don't know.
 13 Q. You don't mention this contact or these discussions in
 14 your witness statement. Can you explain why that is?
 15 A. I didn't see any need to.
 16 Q. You didn't mention it in your evidence yesterday when
 17 I showed you the 11 March email on which you weren't
 18 cc'd. Can you explain why you didn't recall this
 19 discussion?
 20 A. I have -- like I said, I've got no recall of this.
 21 That's -- I've not seen that email for six years, so --
 22 Q. Right.
 23 A. -- I have not got a recollection of it, and that's why
 24 it didn't go in my statement.
 25 Q. Well, you said a moment ago that it didn't go into your

9

1 statement because you didn't see any need to mention it,
 2 but you now say it didn't go in because you couldn't
 3 recall it. Which is it, do you think?
 4 A. Because I don't recall it, it didn't go into my
 5 statement.
 6 Q. Can you look at the second line of your email to
 7 Jeff Henton at the top of the page there that you sent
 8 at 7.20 on 10 March 2014, which says:
 9 "They need to do a fair amount of value engineering
 10 which should be achievable."
 11 Do you accept that you were clearly aware by that
 12 time that value engineering was required by the TMO?
 13 A. Yeah, that's fair enough.
 14 Q. And indeed they required a, as you say, fair amount of
 15 it; yes?
 16 A. Yes.
 17 Q. Did you have any idea about what "fair amount" meant?
 18 How big the value engineering required by the TMO was?
 19 A. I -- at that point in time, I don't know what "fair
 20 amount" meant.
 21 Q. Did you know that the award of the contract was
 22 dependent upon whether you could indicate that you would
 23 do a fair amount of value engineering?
 24 A. My understanding is that we won the tender on the basis
 25 upon which we tendered, and a secondary aspect was value

10

1 engineering was required by the client.
 2 Q. And that that was discussed by you with Peter Maddison
 3 on or prior to 10 March 2014?
 4 A. It certainly seems that way, from that email, yes.
 5 Q. Do you know whether there are any records of this
 6 conversation other than this email chain?
 7 A. I don't.
 8 Q. You said to Mr Henton that the value engineering should
 9 be achievable, but you didn't know, I think, how much it
 10 was going to be at that point. So how did you know it
 11 would be or should be achievable?
 12 A. Value engineering is, in the main, decisions that the
 13 client is going to make about changes to the scope of
 14 works, so they -- they're able to achieve it by omitting
 15 a section of work, should they choose to do that.
 16 So ...
 17 Q. How would you know that that would fit within your own
 18 budget?
 19 A. It doesn't make any difference to our budget.
 20 Q. Did you have any other contact with Mr Maddison between
 21 this time and 18 March 2014 when, as we saw yesterday,
 22 Rydon attended a meeting with the TMO and, later that
 23 day, received formal notification that it had become the
 24 preferred bidder?
 25 A. I can't recall.

11

1 Q. Can we look, please, at {RYD00094369}. This is an email
 2 to you, Mr Blake, from Alison Finer, who we can see from
 3 the bottom of her email is the team secretary at Rydon,
 4 at 12.59 pm on 12 March 2014, "Subject: Telephone
 5 Message":
 6 "Hi Steve
 7 "Please can you call Peter Maddison of KCTML he said
 8 you know his number."
 9 Did you speak to him?
 10 A. I can't recall.
 11 Q. It's clear from this that he had rung and left a message
 12 for you to call him. Did you call him?
 13 A. I would have thought I would have done, but I cannot
 14 recall that conversation.
 15 Q. Can you look at {RYD00003295}, please. This is the
 16 email we looked at together yesterday, Mr Blake, of
 17 12 March from you to Katie Bachellier and others at
 18 3 o'clock that day, so just a little over two hours
 19 after receiving the message from Alison Finer to call
 20 Peter Maddison. You say there, and I'll put it to you
 21 again:
 22 "We are going to be asked by K+C to find some
 23 further value engineering savings in addition to those
 24 identified in our tender.
 25 "Let's wait until this approach is made before going

12

1 to the supply chain.
 2 "In terms of value allocation we took care to make
 3 provision against a specification that was exactly
 4 compliant.
 5 "Peter M is going to forward some ideas tomorrow."
 6 I asked you yesterday about this email, as you will
 7 remember, but let's look at what you said, please. It's
 8 yesterday's transcript, {Day28/158:16}, and I'm going to
 9 read to you what you said from line 16 down to the next
 10 page at line 25. The question was:
 11 "Question: Peter M is Peter Maddison, is it?
 12 "Answer: Yes.
 13 "Question: Yes. It appears that he had been in
 14 contact with you personally; is that right?
 15 "Answer: No.
 16 "Question: When you say 'Peter M is going to
 17 forward some ideas tomorrow', how did you know that?
 18 "Answer: That must have been off the email that
 19 I didn't get.
 20 "Question: If it was an email you didn't get, how
 21 did you know he was going to do it?
 22 "Answer: Then someone must have told me.
 23 "Question: Right. I see. Do you know who that
 24 was?
 25 "Answer: No.

13

1 "Question: If you go back to the email, please,
 2 [and I give the reference], there's nothing in that
 3 email which indicates that Peter Maddison is going to be
 4 forwarding some ideas on 13 March, is there?
 5 "Answer: No.
 6 "Question: Would it therefore follow that, when you
 7 found out that Peter Maddison was going to be forwarding
 8 some ideas about value engineering savings tomorrow, you
 9 must have got that from somewhere else?
 10 "Answer: Yes.
 11 "Question: And therefore you must have either
 12 spoken to someone else in order to know that or seen it
 13 in writing somewhere; yes?
 14 "Answer: Yes.
 15 "Question: Do you remember who you spoke to, who
 16 told you that Peter Maddison was going to be forwarding
 17 some ideas the next day?
 18 "Answer: No, I can't remember.
 19 "Question: Would it have been Peter Maddison?
 20 "Answer: It wouldn't have been Peter.
 21 "Question: How can you be so adamant about that?
 22 "Answer: Because I know I didn't speak to him."
 23 Mr Blake, I've shown you the whole of that exchange
 24 in fairness to you so that you know the context for my
 25 next question.

14

1 When you say, "I know I didn't speak to him" there
 2 at line 25, that in fact was not true, was it?
 3 A. Yeah, I made that because I had absolutely no -- as
 4 I said, no recall of those emails. Obviously
 5 I shouldn't have made that statement, because it's not
 6 right.
 7 Q. So do you accept you clearly did speak to Mr Maddison
 8 directly on 12 March about the need to find value
 9 engineering savings?
 10 A. The email trails demonstrate that. I made that
 11 statement on the belief that I didn't speak to him,
 12 because I cannot -- I have not got recollect of that --
 13 of those emails.
 14 Q. Do you accept now, having seen those emails, that you
 15 knew that Peter Maddison was going to forward some ideas
 16 tomorrow, which would be 13 March, because you had
 17 spoken to him between about 1 o'clock and about
 18 3 o'clock on 12 March?
 19 A. That certainly says that, yes.
 20 Q. Yes, thank you.
 21 Now, I asked you yesterday about a comment that
 22 Simon Cash had made in October 2015 that your
 23 relationship with Peter Maddison went back a long way
 24 and that you talked to him direct. The full exchange
 25 there is {Day28/94:8} to {Day28/96:5}. You recall that

15

1 evidence yesterday, do you?
 2 A. I do.
 3 Q. Yes, and you said that it was very, very rare that you
 4 spoke to him directly, and also that the dialogue
 5 between you on this project started when you took the
 6 role of contract manager in October 2015. The reference
 7 for that is {Day28/85:15}.
 8 Do you accept that that evidence was not accurate,
 9 having now seen these emails?
 10 A. Yeah, I do, yeah.
 11 Q. Standing back from this exchange in the middle of
 12 March 2014, isn't the truth that you and Jeff Henton had
 13 personal and private access to the top decision-makers
 14 at the TMO on this project?
 15 A. Yes, we did, yeah.
 16 Q. And is it not also true that you were seeking to use
 17 that personal and private access to maximise Rydon's
 18 chances of winning the tender for the Grenfell Tower
 19 refurbishment project?
 20 A. Not to maximise. The due process was undertaken and we
 21 submitted a fair bid.
 22 Q. And you were using the access that you had with the TMO
 23 decision-makers in order to do the best you could for
 24 Rydon to win that bid.
 25 A. No, that didn't -- that wasn't part of any tender

16

1 process. We submitted our tender, as I said, in
 2 an appropriate manner and it was as simple as that.
 3 Q. And then had private chats about value engineering to
 4 make sure you secured the bid?
 5 A. That is not on the basis the tender was awarded. The
 6 value engineering exercise is a secondary event after
 7 the tender has gone through scrutiny from Artelia.
 8 Q. As we discussed yesterday, you had not at this stage --
 9 10, 11, 12, 13 March -- been told anything other than
 10 informally that you were in pole position, and formally
 11 you had not been told that you were the preferred
 12 bidder.
 13 A. I don't see that has any bearing on the tender award.
 14 That's, as I said, it's -- this is a not unusual step
 15 after a tender process has been through for the client
 16 to explore avenues for further savings -- or avenues for
 17 savings, sorry.
 18 Q. Just one more question: it must have crossed your mind
 19 that, if you had resisted the TMO's request for value
 20 engineering, there was a significant risk that you would
 21 not have been awarded the tender bid?
 22 A. There was a -- yeah, I mean, if the client hasn't got
 23 the full budget to complete against their tender, then
 24 they'll have to find a way of engineering their scheme
 25 to fit their budget.

17

1 Q. Can I turn to a different topic. I just want to ask you
 2 a little bit about Alan Sharrocks.
 3 I asked you yesterday why Alan Sharrocks suddenly
 4 disappeared from the scene once you had won the tender
 5 bid on 18 March 2014, and you said that he had been
 6 assigned to another project.
 7 It's right, I think, that he had been project
 8 manager on the Chalcots project.
 9 A. No.
 10 Q. That's wrong. What was his role on the Chalcots
 11 project?
 12 A. He wasn't at Chalcots.
 13 Q. I see. Was he on Ferrier Point?
 14 A. Yes.
 15 Q. What was his role on Ferrier Point?
 16 A. Contracts manager.
 17 Q. So is it right to say that Mr Sharrocks had high-rise
 18 refurbishment overcladding experience on a project
 19 which, I think you told us yesterday, was comparable at
 20 least to the Grenfell Tower project?
 21 A. That's right.
 22 Q. Is there a reason why you didn't appoint Alan Sharrocks
 23 to the Grenfell Tower project as contract manager rather
 24 than Simon Lawrence, who was promoted to be contract
 25 manager?

18

1 A. No, no particular reason, other than Alan was assigned
 2 to different projects.
 3 Q. What was the other project or other projects to which
 4 Mr Sharrocks was assigned?
 5 A. One of them was the Ashmole Estate, which is by
 6 the Oval, which is an ongoing project that he remained
 7 in charge of.
 8 Q. Was there a reason for deciding to allocate
 9 Mr Sharrocks, who did have experience of overcladding
 10 high-rise residential buildings, to another project, and
 11 promoting Simon Lawrence as contract manager when he
 12 didn't have experience of the role of contract manager
 13 on a high-rise residential overcladding project?
 14 A. Alan was already the incumbent contracts manager on the
 15 Ashmole Estate, and that's where he remained.
 16 Q. If he was already the incumbent on the Ashmole Estate,
 17 can you explain why he was so involved in the tender
 18 bid, at least up to March 2014?
 19 A. Because we share the work out amongst our team in order
 20 to present the tenders to the prospective clients.
 21 Q. Right.
 22 Now, I want to turn back to the story about the
 23 selection of cladding material. Can I ask you to go to
 24 {RYD00004604}. This picks up the story, Mr Blake, where
 25 we were yesterday afternoon when we finished your

19

1 evidence.
 2 These are the minutes of a meeting that was held on
 3 8 May 2014 between Rydon and RBKC's planning department,
 4 and if you can look under "Present" in the fifth entry,
 5 you can see that you were there.
 6 Do you recall the purpose of the meeting?
 7 A. Yes.
 8 Q. Do you recall offering to attend this meeting in place
 9 of Mr Lawrence, who couldn't be there?
 10 A. Yes, I do.
 11 Q. Can you go to {RYD00004142}, please. This is a quite
 12 lengthy email from Simon Lawrence to you on 6 May 2014.
 13 I'm not going to read it all to you, but I just want to
 14 show you one or two parts of it.
 15 If you look at the second paragraph there, it says:
 16 "The basis of the meeting is to propose the material
 17 change from 'Zinc' to 'ACM - Aluminium' cladding and the
 18 removal of the external 'window louvres' so KCTMO can
 19 achieve their maximum VE target."
 20 On what basis did you understand the material change
 21 from zinc to ACM was being proposed?
 22 A. I knew that zinc was the primary -- what was the
 23 tendered material, and that ACM was an alternative that
 24 we were asked to price for that was -- yeah, the
 25 aluminium cladding. So, yeah, I knew that.

20

1 Q. What was the TMO's maximum VE target?
 2 A. I would have -- it must be the 800,000 that they were
 3 targeting.
 4 Q. Is that how you understood it at the time?
 5 A. Yes.
 6 Q. Okay.
 7 Can we look at the first paragraph. Simon Lawrence
 8 says:
 9 "I've [got] Alison to print out all the attachments
 10 (above and others) [and you can see what's attached]
 11 relevant to the meeting and put a pack together for you
 12 ready for Thursday. The pack will include:- Location
 13 map with attendee contact nos on (attached above),
 14 Technical info/warranties for Reynobond and photos of
 15 Camden and Ferrier for reference if required."
 16 Do you remember getting that pack?
 17 A. I don't remember getting it, but I can see it's part of
 18 this email, yeah.
 19 Q. Yes. Do you remember looking at it?
 20 A. I can't recall.
 21 Q. Do you remember whether you read the information when it
 22 was given to you?
 23 A. I can't recall that either.
 24 Q. Do you remember what technical information or warranties
 25 Mr Lawrence was referring to?

21

1 A. No, I don't.
 2 Q. What did you understand Mr Lawrence to be expecting you
 3 to do with that information that he was giving you?
 4 A. Have that in case it's asked for at the meeting.
 5 Q. Do you remember whether Mr Lawrence gave you the BBA
 6 certificate for the ACM panels?
 7 A. If it's part of that email, then he would have done. So
 8 I don't remember that specifically.
 9 Q. Do you remember whether you ever discussed the BBA
 10 certificate with Mr Lawrence?
 11 A. I don't recall.
 12 Q. Now, Mr Lawrence says, in the third paragraph:
 13 "I've been working [with] Bruce Soune from Studio E
 14 (our novated architect) on details, colours etc for the
 15 meeting so I would expect him to lead on our behalf."
 16 In the light of that statement, what did you
 17 consider your role at this meeting to be?
 18 A. To ask if there's any -- well, if there's any questions
 19 of construction, ie how does it go together, and being
 20 a representative of the -- of the contractor for the
 21 TMO.
 22 Q. Who did you expect to be responsible for any issues
 23 which might arise in respect of compliance of the ACM
 24 rainscreen cladding panels with the Building Regulations
 25 and Approved Document B?

22

1 A. That would be our design team of Studio E and Harleys.
 2 Q. Now, we can see that Mr Lawrence says in the middle of
 3 that long paragraph that I've just shown to you, six
 4 lines down:
 5 "We've already had quite a lot of debate about the
 6 shadow gaps, fixing and fabrication details of the
 7 cladding panels so he is more than aware of that there
 8 (sic) are cost implications of adding in architectural
 9 details that in my opinion you can't see at height."
 10 Pausing there, had you been involved in any of those
 11 discussions?
 12 A. No.
 13 Q. Was it your sense, reading what Mr Lawrence was telling
 14 you, that there had been heavy involvement by others at
 15 Rydon, in particular Mr Lawrence, in discussions
 16 relating to material selection?
 17 A. Not in respect of material selection.
 18 Q. Well, okay, so when he says "a lot of debate about ...
 19 fixing and fabrication details of the cladding panels",
 20 you don't read that as material selection? Is that what
 21 you're saying? You didn't read that at the time as
 22 indicating that Mr Lawrence had been involved in the
 23 selection of materials?
 24 A. Fixing and fabrication is mechanics.
 25 Q. All right.

23

1 Then he goes on to say, in the standalone sentence
 2 just above "Cladding":
 3 "I've listed a couple of items below relating the
 4 changes which may be useful for the meeting."
 5 That includes, as the first bullet point, this:
 6 "Reynobond ACM panels have BBA certification -
 7 Class 0 and service life in excess of 30 yrs. Good
 8 appearance should be retained for 20yrs."
 9 What did you understand Mr Lawrence to mean by his
 10 statement that ACM panels have a BBA certification of
 11 class 0?
 12 A. This email is giving me a briefing into a meeting that
 13 I'm attending, and it's a good briefing and very
 14 detailed, so I didn't think anything of that at all.
 15 Q. What did you understand Mr Lawrence to mean by his
 16 statement that "ACM panels have a BBA certification of
 17 Class 0"?
 18 A. Exactly that.
 19 Q. What did you understand him to mean by class 0?
 20 A. That that's the fire rating on that BBA certificate for
 21 that panel.
 22 Q. What did you understand a fire rating of class 0 for
 23 that panel to mean?
 24 A. Well, I know class 0, that that means about spread of
 25 flame across the surface of a material.

24

1 Q. Did you know that at the time?

2 A. Yes, I did.

3 Q. You did.

4 Did you get the sense, reading what Mr Lawrence was
5 providing you by way of preparation for this meeting,
6 that it was important to know and to be able to say that
7 the panels had class 0?

8 A. I took this as a detailed briefing in preparation for
9 the meeting, but, as Simon says earlier on in his email,
10 that Studio E is leading that part of the meeting. This
11 is background information for me.

12 Q. What did you understand Mr Lawrence to want you to do
13 with the information that these panels had a class 0
14 certification?

15 A. Nothing. He's just telling me that's some detail.

16 Q. He's telling you some detail. Does that tell us that,
17 to your understanding at the time, Mr Lawrence wanted
18 you to give assurances, or at least to be able to be
19 prepared to give assurances, to Kensington and Chelsea's
20 planners as to the fire performance of these ACM panels?

21 A. No.

22 Q. Did you ask yourself, therefore, what the point of him
23 preparing you with that information for this meeting
24 was?

25 A. No, I simply saw it as information.

25

1 Q. Did you ever raise with Mr Lawrence the issue of whether
2 you or indeed he were qualified to speak of class 0 and
3 the certification for these panels?

4 A. No.

5 Q. Can we go to {RYD00004154}. This is an email from
6 Simon Lawrence to Claire Williams of 6 May 2014, so
7 two days before this meeting. You, as you can see, are
8 copied in on it, as is Bruce Sounes. He says:

9 "Afternoon all

10 "Due to a prebooked training course commitment that
11 I have I will not be able to attend Thursday's meeting
12 with the RBKC Planners. However fortunately Steve Blake
13 (my director) has offered his services to attend on my
14 behalf. I'll bring Steve up to date with all of the
15 information that I currently have."

16 Then he promises in that email that he will, as he
17 says -- well, he says he will bring you up to date.

18 Did he actually do that, other than in the email
19 that he sent you?

20 A. I can't recall if we had a conversation about it, but he
21 certainly did that with the email.

22 Q. He goes on in the last sentence there, just above
23 "Agenda points", to say:

24 "Just to clarify my understanding of the meeting
25 agenda and goals I've listed them below."

26

1 Then we can see there are some agenda points, and
2 the first one is:

3 "Proposal of material change to the facade. From
4 Zinc to Aluminium composite (ACM). Put forward our case
5 that ACM is not an inferior product to Zinc."

6 Do you know what information had been used to
7 determine whether ACM wasn't an inferior product to
8 zinc?

9 A. No, and that sentence there I take to be put forward our
10 case, our case being the project, and ACM is a choice
11 that we price for in the tender, so that was -- it was
12 already identified in the tender process.

13 Q. Do you accept that this was a clear briefing by
14 Mr Lawrence to you to push Reynobond ACM panels over
15 zinc, instead of zinc, with the planners?

16 A. I don't see it's to push it at all.

17 Q. And you had a case to push, because ACM generated a much
18 bigger profit to Rydon than zinc.

19 A. Again, it goes back to the client's choice of value
20 engineering.

21 Q. Go to {RYD00004204}, please. I'm interested in the
22 timing as much as the content of this document.

23 This is an email from Zak Maynard to you,
24 "Grenfell - Cladding", and here he sets out the savings
25 available for the different cladding options that we

27

1 discussed yesterday at the end of your evidence. We can
2 see, running down the page:

3 "Ally face fix - Saving offered £376,175 (Harley
4 £577k)

5 "Ally cassette - Saving offered £293,368 (Harley
6 £420k)

7 "Alternative Zinc face fix - Saving offered £202,372
8 (Harley £280k)

9 "Alternative Zinc cassette - Saving offered £100,406
10 (Harley £157k)."

11 So this shows in neat format what Harley had offered
12 Rydon and what Rydon was proposing to offer the TMO.

13 Now, there's nothing else in that email other than
14 that information.

15 Had you requested this information from Mr Maynard
16 before he sent it?

17 A. I can't recall if I requested it, but he's sent it to me
18 for my viewing, so that is -- that was a development of
19 the -- some value engineering options with respect to
20 the cladding.

21 Q. Yes. Did you ask for it because you felt you needed it
22 at the meeting you were about to go to that day?

23 A. I would not have -- you know, that wouldn't have been
24 put to the meeting.

25 Q. No, but it was information that you wanted to have at

28

1 the meeting, was it?
 2 A. Yes --
 3 Q. Let me rephrase the question: was this information
 4 information that you wanted to have at the meeting you
 5 were about to go to?
 6 A. Yeah, but not for that meeting.
 7 Q. When you say "not for that meeting", what do you mean?
 8 A. Well, I wouldn't -- that information wasn't for the
 9 purposes of that meeting.
 10 Q. We can see that these figures match the ones sent by
 11 Katie Bachellier to David Gibson on 20 March, and is the
 12 reason why Mr Maynard distinguishes between the saving
 13 offered to the TMO and the saving offered by Harley the
 14 reasons we talked about yesterday afternoon, that Rydon
 15 was going to take the difference?
 16 A. That was the intention, yeah.
 17 Q. Yes. So at this stage, 8 May -- is this right? -- you
 18 must have realised that Rydon wasn't intending to pass
 19 on to the TMO the full savings on the cladding panels
 20 that Harley had offered?
 21 A. That's correct.
 22 Q. Now, we don't need to go to the document, but just to
 23 remind you of what you had said in your statement about
 24 the process, you say that Rydon's role was not to
 25 undertake any design work or carry out the construction

29

1 work itself; I think you remember that from your
 2 statement because I asked you about that yesterday.
 3 Yes?
 4 A. Yes.
 5 Q. And also you said {RYD00094225/13}:
 6 "Rydon, and in my experience Principal Contractors
 7 in general, rely upon the specialist designers and
 8 consultant team who specify the materials to be used."
 9 Reminding you of your previous evidence on that, my
 10 question is: do you agree that the emails we've just
 11 been looking at, including this email on the screen at
 12 the moment, suggest that Rydon was in fact intimately
 13 involved in the process of the selection of materials
 14 for Grenfell Tower?
 15 A. I think my statement remains the same. We went to the
 16 supply chain for them to come up with or identify value
 17 engineering options for ultimately the client to
 18 consider.
 19 Q. Do you accept that Rydon was not remaining neutral on
 20 the selection of the choice of materials or product for
 21 the rainscreen, but was making a positive case for the
 22 use of the Reynobond PE 55 ACM rainscreen panels on this
 23 project?
 24 A. That had already been identified through the tender. We
 25 were just offering some further options -- we, the

30

1 design team -- because the second option there, ally
 2 cassette, was the identified tender option for us to
 3 price.
 4 Q. Well, it goes a bit further than that, doesn't it,
 5 Mr Blake? You weren't simply laying out a series of
 6 options for the client to choose; you, Rydon, were
 7 pushing a positive case for the use of ACM panels over
 8 zinc, weren't you, and were not neutral on that issue?
 9 A. It was there for the client to exercise that option if
 10 they wished.
 11 Q. I'm bound to suggest to you that you were pushing the
 12 case for the use of ACM panels to the planners because
 13 Rydon had a financial interest of its own in those
 14 materials and those products being selected.
 15 A. No. I think we were -- I think "neutral" is a good
 16 word. The options were presented to the client and to
 17 the planners by the architect for them to make their
 18 decision.
 19 Q. Very well.
 20 Go to {HAR00010160/7}, please. This is a document
 21 we looked at a couple of times yesterday, Mr Blake, in
 22 your evidence, and it's Mark Harris' sales/tender
 23 progress report.
 24 If we look at the bottom of the page, at 8 May we
 25 can see there is a file note. Do you see that? It

31

1 says:
 2 "Steve Blake called just before his meeting with the
 3 planners to say that the architect had a Patina sample
 4 with him, and wanted to know what the extra cost would
 5 be for this. MAH text message returned to Steve stating
 6 that the Patina product is not currently available (as
 7 per Debbie French email), but that aside, the extra cost
 8 would be circa £40k to the cladding package (based on
 9 £10m2 x 3,600m2 rounded up to the nearest £10k). MAH
 10 suggested to Steve that this product was not shown to
 11 the architect."
 12 Do you recall that conversation?
 13 A. I don't.
 14 Q. So you can't tell us what your response to Mr Harris
 15 was?
 16 A. No.
 17 Q. Was it common for you to conduct business by text
 18 message with your subcontractors?
 19 A. Not common, no.
 20 Q. What about Harley in particular?
 21 A. No.
 22 Q. Can you explain why we haven't seen any records of your
 23 text messages with Harley which are referred to here?
 24 A. No, everything -- there's no reason not to see those.
 25 Q. Right. Do you still have your texts from that time?

32

1 A. I don't know. It's a company phone, so ...
 2 Q. Right.
 3 Do you accept -- well, let me ask before this: did
 4 Mark Harris suggest to you that you shouldn't show the
 5 patina product to the architect because it was £40,000
 6 more expensive?
 7 A. I'm reading this, and if the architect was offering the
 8 planners a product that was something that hadn't been
 9 considered, then it would be counterintuitive to the
 10 whole meeting if they're offering a more expensive
 11 product to the planner to consider, and that would be
 12 why I would be asking that question of Harleys.
 13 Q. Was the reason not to show it to the architect because
 14 the architect might like it and go for it, and that
 15 would eat into Rydon's own profit or its ability to
 16 recoup its £212,000 loss?
 17 A. It would simply be something that we would price again.
 18 Q. Do you agree that the email chain and this comment show
 19 that Rydon and Harley were steering the architect's
 20 opinion about what materials should be used?
 21 A. No, I think that's identifying that the patina product
 22 is not ... not available. That's ... it was so that the
 23 clarity of the meeting was that the Reynobond panels
 24 with the finishes was kept distinct to that suite.
 25 Q. But it looks like the architect had a patina sample with

33

1 him and wanted to know what the cost was, so he already
 2 could see it.
 3 A. Yes --
 4 Q. So what was the point, as you understood it, of
 5 Mr Harris' suggestion that the product wasn't shown to
 6 him?
 7 A. By keeping the suite of materials to what was previously
 8 suggested.
 9 Q. Can you look at {RYD00004218}, please. This is an email
 10 the same day, 8 May 2014, from you to Mr Lawrence and
 11 Zak Maynard, 16.06 in the afternoon, and you say there:
 12 "Any meeting with the Planners tends to be tip-toey
 13 and this was no exception.
 14 "We were up front about the face fixed panels and
 15 the colours.
 16 "They remain to be convinced about the rivets but
 17 importantly did not say [so]."
 18 SIR MARTIN MOORE-BICK: "... did not say no."
 19 MR MILLETT: I'm so sorry:
 20 "... did not say no."
 21 Is it fair to say that what you meant by "tip-toey"
 22 is that you had to be careful not to push too hard for
 23 what you wanted, namely ACM face-fixed?
 24 A. It's not what we wanted, it's what the client wants to
 25 achieve. The meeting with the planner is that there was

34

1 a planning consent granted on a different product, and
 2 so they -- you know, the purpose of the meeting was to
 3 present an alternative for the planners to consider.
 4 That's what that means.
 5 Q. When we see you saying:
 6 "They remain to be convinced about the rivets but
 7 importantly did not say no.
 8 "I explained the rivets were the same coloured and
 9 discreet."
 10 We see that just below.
 11 A. Yes.
 12 Q. Is it the case that you were trying to persuade the
 13 planning department that the perceived problems with the
 14 appearance of riveted panels were not as bad as they
 15 might think?
 16 A. I was doing what I was asked to do at the meeting, was
 17 to present to the planners what the different
 18 alternatives looked like.
 19 Q. And you understood from this that your brief, as it
 20 were, from Mr Lawrence, taking his place at that meeting
 21 as you were, was to keep the planners onside about the
 22 use of face-fixed ACM rainscreen panels?
 23 A. My brief was to present the alternatives, if asked by
 24 the planners, to say what they were, so they understood
 25 what they were being asked to look at.

35

1 Q. You see, you say "They remain to be convinced about the
 2 rivets but importantly did not say no". I just want to
 3 focus with you on the word "importantly". Importantly
 4 to Rydon; it was important to Rydon that the planners
 5 didn't rule out using face-fixed aluminium panels.
 6 A. It was important to the client. They're the ones making
 7 the choice. The reference to "importantly" -- if they
 8 had said no, then face-fixed as an option disappeared as
 9 an option.
 10 Q. Yes.
 11 A. So that was what that means.
 12 Q. But not only important to the client, Mr Blake,
 13 important to Rydon as well.
 14 A. Well, we're part of the process and the team, so it's --
 15 we're together on that.
 16 Q. And you were relieved, weren't you, I think, it seems
 17 from this, that the planners had not ruled out the use
 18 of face-fixed aluminium panels?
 19 A. As I've just said, yeah, if they had, then half the
 20 options would not be available.
 21 Q. You then go on to say:
 22 "They were also aware of the financial implications
 23 of not changing."
 24 Did you explain to the planners the financial
 25 implications of not changing?

36

1 A. I didn't present -- or my memory of the meeting is that
 2 I had a very, very limited involvement in the meeting,
 3 and it was chaired by or led by the TMO's planning
 4 consultant.
 5 Q. Was the purpose of having the information in
 6 Mr Maynard's email before going to the meeting so that
 7 you, at least in your own head, could understand the
 8 financial implications of any change from the currently
 9 proposed zinc?
 10 A. Yes, that's -- that's fair to say.
 11 Q. If you look at the bottom of the email under the
 12 postscript:
 13 "Ps Claire mentioned Building Control submission as
 14 the dept is swamped - use someone else?"
 15 Can you remember what you had been told about the
 16 Building Control department?
 17 A. I don't remember that as a note.
 18 Q. Right. Okay. Can we turn -- sorry, did you want to
 19 finish your answer?
 20 A. No.
 21 Q. No.
 22 Can I ask you then to go to {RYD00004221}. You
 23 might not have seen this document, it's an email from
 24 Claire Williams to Simon Lawrence later the same day in
 25 the evening, 17.18. You're not copied on it. She says

37

1 in the first line under:
 2 "1. Planning.
 3 "Steve Blake did a good job of standing in today,
 4 answered questions re the system proposed and could talk
 5 through the photos. It was a good session, but the main
 6 issue is over the face fixing of the panels - the change
 7 to aluminium was played down and did not seem to be
 8 a major issue. They asked about the cost differential
 9 in terms of the proposal and appreciate that the
 10 proposal is the more economic one, but we did not labour
 11 this at this first meeting."
 12 Just focusing on the "answered questions re the
 13 system proposed", do you remember what questions you
 14 answered about the cladding system?
 15 A. No, I don't.
 16 Q. Do you know on what basis you could consider yourself
 17 qualified to answer any of those questions?
 18 A. From knowledge and experience.
 19 Q. You have told us that Rydon wasn't involved in the
 20 design process because it had no design expertise
 21 in-house and relied upon specialist subcontractors for
 22 those tasks. We also know that Bruce Sounes was at this
 23 meeting.
 24 My question is: why were you answering questions
 25 about the system proposed rather than a representative

38

1 of Studio E, who was your subconsultant involved in the
 2 design?
 3 A. I can't recall, but I'm sure Bruce would have presented
 4 to the planners. As I say, I had a very -- my memory is
 5 a very, very limited role at that meeting.
 6 Q. Were you answering questions because you actually
 7 yourself wanted to steer the architect's own position
 8 and steer K&C towards the use of ACM?
 9 A. No. I would -- I would still say that we played
 10 a neutral role.
 11 Q. She says:
 12 "It was a good session, but the main issue is over
 13 the face fixing of the panels - the change to aluminium
 14 was played down and did not seem to be a major issue."
 15 Do you agree that at this meeting the change to
 16 aluminium panels was played down and did not seem to be
 17 a major issue?
 18 A. Yeah, I would agree that the planner seemed that --
 19 provided the right mix of colours and finish could be
 20 provided, they seemed to be open to the consideration of
 21 that.
 22 Q. So the TMO and RBKC planners were receptive to your
 23 recommendation of ACM rather than zinc; is that fair?
 24 A. It's not our recommendation; it's already been
 25 identified.

39

1 Q. But it was still being discussed and you were backing
 2 it, let me put it that way.
 3 A. We were presenting it on behalf of the project.
 4 Q. Indeed, and backing it, supporting it?
 5 A. We were putting it forward as an alternative, yes.
 6 Q. And RBKC planners were receptive at this meeting?
 7 A. Yes, I've just said that.
 8 Q. Was there any consideration of fire safety of the ACM
 9 panels at this meeting, do you remember?
 10 A. I don't remember.
 11 Q. Simon Lawrence had clearly put that on your radar in his
 12 briefing note of 6 May by reference to class 0, which we
 13 saw earlier. Are you telling us there was no discussion
 14 about fire safety or class 0 in particular at this
 15 meeting?
 16 A. There was no discussion at all about that.
 17 Q. Right.
 18 Moving on in the story, can I ask you to go to
 19 {RYD00086911}, please. This is an email of
 20 13 August 2014 between you and Mr Henton, Jeff Henton,
 21 the managing director of Rydon, and I would ask you to
 22 go to the bottom email. Jeff says to you:
 23 "Steve
 24 "Looking through board-notes, what are the
 25 implications of the planner choosing a cassette system?"

40

1 Your response to that, on the same day, a few
 2 minutes later:
 3 "No problem - we allowed for them.
 4 "KCTMO wanted a saving but I don't think they really
 5 mean it."
 6 Why did you say that you didn't think that KCTMO
 7 really meant that they wanted a saving?
 8 A. I can't understand the context of that email.
 9 Q. Well --
 10 A. I understand the first statement, that we'd allowed for
 11 a cassette system. The second statement I don't
 12 understand.
 13 Q. Right. Nor do we, and that's why I'm asking you, but
 14 you can't help us? All right.
 15 A. Maybe the reference to the board notes would help.
 16 Q. Did you tell Mr Henton that your team had made
 17 a £212,000 costing error in the bid?
 18 A. I would imagine that I did, but I can't recall whether
 19 I did via -- on this.
 20 Q. Did you tell Jeff Henton that you were seeking to recoup
 21 as much as you could of that costing error out of the
 22 savings on the ACM that Harley were offering?
 23 A. I can't recall if I did that.
 24 Q. Did you tell Mr Henton that the implications for Rydon
 25 if cassette were chosen were that Rydon would only be

41

1 able to recoup £126,259 rather than £200,798?
 2 A. I can't recall.
 3 Q. Is not the honest and straight answer to Mr Henton's
 4 question precisely what I've just put to you: that the
 5 implications of the planner choosing a cassette system
 6 were that you would only be able to recoup £126,000-odd
 7 rather than £200,000-odd?
 8 A. I don't -- I don't know.
 9 Q. Well, I'm asking you to tell us why you didn't provide
 10 that answer to him, given that that was the truth?
 11 A. I don't know what the board note is.
 12 Q. Well, in a sense, Mr Blake, never mind the board note.
 13 He just asked you a straight question.
 14 Was it a question you didn't understand, do you
 15 think?
 16 A. Well, yeah, clearly I don't understand because I'm not
 17 answering it, so ...
 18 Q. No, and I'm really seeking to explore with you why that
 19 was.
 20 A. Are you going to ask me -- can you repeat the question,
 21 please? Because I --
 22 Q. Yes, I'm just seeking to explore with you why you didn't
 23 answer Mr Henton's straightforward question --
 24 A. Ah.
 25 Q. -- about the financial implications of the planner

42

1 choosing the cassette system.
 2 A. I can't explain that.
 3 Q. Was it because -- let me suggest something and you can
 4 either agree with it or disagree with it, as the case
 5 may be -- you were embarrassed that your estimator team
 6 had made an error of that magnitude and you didn't want
 7 Mr Henton to know about it?
 8 A. It could have been, but I've answered the question at
 9 the top there saying, "No problem - we allowed for
 10 them".
 11 Q. You see, that answer was misleading, wasn't it, because
 12 in fact the implications of the planner choosing
 13 a cassette system was that you would be able to recoup
 14 the estimating error to a very much lesser degree than
 15 if the planner had chosen a riveted system?
 16 A. Yeah, well, I can't explain.
 17 Q. All right.
 18 Now, just a chronological point: do you remember
 19 that in October 2014, formal planning condition approval
 20 had now been, by then, received for rainscreen cladding
 21 in smoke silver metallic colour and finish?
 22 A. Yes.
 23 Q. Between the time of your meeting with planners in
 24 May 2014 that we have been discussing and October 2014,
 25 was there any discussion of the fire safety of these

43

1 panels? When I say "these panels", I mean ACM.
 2 A. Not with me.
 3 Q. Not with you.
 4 When it was decided whether panels were face-fixed
 5 or cassette, to your knowledge, was any consideration
 6 given to the respective fire performances of those
 7 different systems?
 8 A. Not by me.
 9 Q. By anybody at Rydon?
 10 A. I'm not aware of that.
 11 Q. To your knowledge, was any consideration given of that
 12 subject, whether by Rydon or Harley or Studio E or,
 13 indeed, Artelia, to the use of ACM panels with a fire
 14 retardant core as opposed to standard?
 15 A. I'm not aware of that.
 16 Q. Was any consideration given by anybody else -- Studio E,
 17 Harley or Artelia -- to the difference in fire
 18 performance between cassette and face-fixed?
 19 A. Again, I don't know, but I would have thought that would
 20 have been part of the process of them identifying the
 21 material in the first place.
 22 Q. Moving to June 2014, do you remember that Harley then
 23 revealed that it had made an error when calculating the
 24 savings available by making the switch from zinc to ACM?
 25 Do you remember that in general?

44

1 A. In general, yes, I do, yeah.
 2 Q. Yes. Let's look at some documents. Could you go first,
 3 please, to {RYD00009396}, and this is a long email
 4 string between Zak Maynard and Mark Harris discussing
 5 that issue and various other issues.
 6 Now, you weren't involved in those emails, or copied
 7 in on them, but I just want to look at the bottom of the
 8 first page there, because we see here, at the bottom of
 9 page 1, over to page 2 {RYD00009396/2}, that Zak Maynard
 10 sends you and Mr Lawrence an email on Friday
 11 20 June 2014, "FYI".
 12 If we just flip to page 2, you can see that it is
 13 the continuation of an email chain between Zak Maynard
 14 and Mark Harris about the savings on cladding options.
 15 If you go to halfway down page 2, you can see
 16 an email from Mark Harris to Zak Maynard:
 17 "Hi Zak
 18 "We'll be coming back to you with a formal
 19 response ... today ..."
 20 In the second paragraph, he says:
 21 "As already discussed, there was an estimating error
 22 at our end when calculating the savings for using ACM.
 23 This was unfortunately a six figure sum.
 24 Notwithstanding this, we remain committed to the
 25 project, and as already stated, we will stand by our

45

1 bid. However, being totally honest, the additional 5%
 2 discount is causing an issue. I've been trying to pass
 3 the pain down the supply chain, but having little
 4 success.
 5 "Can we discuss this further?"
 6 Now, when you got this email chain from Mr Maynard,
 7 on page 1 {RYD00009396/1} under the "FYI" email we've
 8 just seen, did you notice or did you read the email
 9 chain?
 10 A. I can't recall whether I did, but I imagine that I would
 11 have done.
 12 Q. You imagine that you would have done?
 13 A. Yeah.
 14 Q. Therefore, would it follow that you would have read
 15 Mark Harris' email to Zak Maynard earlier that day that
 16 we've just looked at about the --
 17 A. Yes, that would make sense to me.
 18 Q. Yes.
 19 Now, let's go back to page 1 and your response to
 20 Zak Maynard's FYI email. You say there in the second
 21 email on that page:
 22 "Not actually surprised as they seemed relatively
 23 large in the first place.
 24 "On principle we should stick to 5% but agree
 25 a compromise on the saving and some point in the future

46

1 reverse pass it back up the chain."
 2 Now, you say you thought the savings seemed
 3 relatively large in the first place; is it fair to say
 4 that that tells us that your view at the time had been
 5 that originally Harley was offering the ACM more cheaply
 6 than you had expected?
 7 A. No, I mean, this is, like I say, again, six years ago.
 8 So, yeah, you could say that to explain that, because we
 9 were relatively large savings.
 10 Q. Yes.
 11 When you say that the appropriate way to deal with
 12 it would be -- well, let me just rephrase the question.
 13 You go on to say that you should agree a compromise
 14 and at "some point in the future reverse pass it back up
 15 the chain". Did you mean that Harley's costing error
 16 would be somehow absorbed by the TMO?
 17 A. No, that's -- it can only be absorbed by us.
 18 Q. So what did you mean by "reverse pass it back up the
 19 chain"?
 20 A. I'm reading this and I don't know what I meant.
 21 Q. Is it that you didn't want Rydon to lose any of the
 22 difference between the original savings that Harley had
 23 offered and the savings that Rydon was prepared to pass
 24 on to the TMO?
 25 A. Well, you know, this situation is that a saving has been

47

1 offered to the client and now our supply chain is saying
 2 that they can't offer that, so we would have to maximise
 3 the saving for the chosen arrangement, and if it was one
 4 of the arrangements that hadn't been priced at tender,
 5 we would have to -- if we couldn't keep to our original
 6 price, we would have to approach the TMO to say that the
 7 saving isn't as large as it was first suggested.
 8 Q. So who is up the chain?
 9 A. Well, that is to the TMO.
 10 Q. I see.
 11 Now, you can see that you ask Simon Lawrence:
 12 "... do you have a better steer of what fixing
 13 method will be chosen?"
 14 He responds on 23 June, the same day, a little bit
 15 later that morning:
 16 "Morning,
 17 "The planners will definitely be pushing for
 18 'cassette' fix but the final method agreed is likely to
 19 depend on whether Peter Maddison uses his political
 20 influence within RBKC to make the planners accept 'face
 21 fix'. At the moment KCTMO are concerned about the
 22 pressure on their budget so they may fight hard for
 23 maximum savings.
 24 "The short answer is it could still go either way!"
 25 What political influence did you understand

48

1 Mr Lawrence was referring to there?
 2 A. He works for the -- Kensington and Chelsea, so he may,
 3 he says, make the planners accept it, so I don't know.
 4 Q. You don't know?
 5 A. He works for the same organisation, so ...
 6 Q. He does. He is not in the planning department, though,
 7 is he?
 8 A. No.
 9 Q. Or was.
 10 A. No.
 11 Q. So is your understanding that Mr Lawrence's
 12 understanding, at least, was that Peter Maddison had
 13 some kind of clout within the planning department, even
 14 though he wasn't part of it?
 15 A. He's a senior figure in that organisation, and the TMO
 16 have a budget pressure that they need to achieve that
 17 can be either achieved or not achieved by a decision
 18 that their own planning department conclude.
 19 Q. Did anyone at Rydon ask Mr Maddison to intervene with
 20 the planning department to accept face fix?
 21 A. No, not to my knowledge.
 22 Q. You had a relationship with Mr Maddison, as we've seen
 23 now. Did you not encourage him to use his political
 24 influence at all?
 25 A. Not at all.

49

1 MR MILLETT: Right.
 2 Mr Chairman, we have two more emails and then
 3 I think I can finish off this line.
 4 SIR MARTIN MOORE-BICK: All right.
 5 MR MILLETT: Or at least cut bits later.
 6 Can I ask you to go to {RYD00009588} and look at the
 7 top email on page 1. Now, this is an email from
 8 Zak Maynard of 24 June to Simon Lawrence, copied to you.
 9 In this email, Mr Maynard breaks down the Harley error
 10 for you and for Mr Lawrence.
 11 Let's just look at the whole email. It's:
 12 "FYI
 13 "Basically they are saying they have a £200k problem
 14 with face fixed and a £160k problem with cassette
 15 "I will continue to try and do the deal on the Zinc
 16 Cladding at 5% discount to get our baseline order. This
 17 is where we have already pitched it so I can't go any
 18 better. 3% is the minimum we need to achieve as
 19 performance at Tender.
 20 "A potential revised position on the savings would
 21 be:
 22 "Face Fixed
 23 "Client saving £376k
 24 "Harley First Offer £576k
 25 "Rydon Expected Gain - £200k

50

1 "Split 50-50 with Harley - £100k gain
 2 "Cassette
 3 "Client saving £293k
 4 "Harley First Offer £420k
 5 "Rydon Expected Gain - £127k
 6 "Split 50-50 with Harley - £47k gain
 7 "Harleys allegedly don't know what our savings are
 8 to the Client so we can improve on these by not offering
 9 50-50 but above would be a worst case position that
 10 I would want to go to."
 11 Now, I've read that all to you.
 12 Is it fair to say that the Rydon expected gain was
 13 clearly a reference to the turn or profit that Rydon was
 14 hoping to make for itself on top of the saving passed on
 15 to the client that Harley was offering originally?
 16 A. That's right.
 17 Q. Yes.
 18 Now, looking at the last paragraph, when he says
 19 "Harleys allegedly don't know what our savings are to
 20 the client", is it fair to say that Rydon was hoping
 21 that Harley didn't know what the savings were so that it
 22 could drive a hard bargain with Harley and maximise the
 23 turn?
 24 A. Sorry, would you mind repeating that? I didn't catch
 25 the beginning of the question.

51

1 Q. Well, is it fair to say that Rydon was hoping that
 2 Harley didn't know what the savings were that Rydon was
 3 proposing to offer the TMO?
 4 A. We wouldn't tell Harleys that.
 5 Q. No.
 6 Can I ask you to go to {RYD00009681}. I would like
 7 you to look at page 1 of that email string, which is how
 8 this then turns out.
 9 Mr Maynard, as you can see, if you look at the
 10 middle email on that page, receives an email from
 11 Mark Harris and he says:
 12 "Hi Zak
 13 "Many thanks for your response.
 14 "I confirm that we agree with the baseline figure,
 15 based on the zinc option with a 5% discount. With
 16 regards to the other items on your list, I will send a
 17 separate response (in response to your other email) but
 18 would comment that most of the Items are acceptable, but
 19 I will need to make a comment against Items 10 and 12."
 20 In the last paragraph:
 21 "Suffice to say that we greatly appreciate the help
 22 you are extending to us, and can only apologise for the
 23 position we have presented you with. That said,
 24 Grenfell Tower is a superb project to be associated
 25 with, and we look forward to working with Rydon again on

52

1 another tower block project ."
 2 Then you receive that email from Zak Maynard the
 3 same afternoon, on 24 June 2014:
 4 "Steve/Simon,
 5 "First part of the battle ... now we will agree to
 6 give them 10% of the savings back and we are quids in!"
 7 What did you understand that Mr Maynard meant when
 8 he said that you would be "quids in"?
 9 A. I'm reading that as a reference to the overall
 10 procurement figure with Harleys for the contract.
 11 Q. Indeed.
 12 To your knowledge, did anybody ever tell the TMO
 13 about these discussions?
 14 A. I would think that we didn't.
 15 MR MILLETT: Mr Chairman, is that a convenient moment?
 16 SIR MARTIN MOORE-BICK: Yes, it is, thank you very much.
 17 We're going to have a break now, Mr Blake. Please
 18 remember not to talk to anyone about your evidence or
 19 anything to do with the refurbishment while you're out
 20 of the room. We will resume at 11.35, please.
 21 All right?
 22 THE WITNESS: Right, thank you.
 23 SIR MARTIN MOORE-BICK: Would you like to go with the usher,
 24 please.
 25 (Pause)

53

1 Right, 11.35, please.
 2 (11.20 am)
 3 (A short break)
 4 (11.35 am)
 5 SIR MARTIN MOORE-BICK: All right, ready to carry on,
 6 Mr Blake?
 7 THE WITNESS: Yes.
 8 SIR MARTIN MOORE-BICK: Thank you very much.
 9 Yes, Mr Millett .
 10 MR MILLETT: Mr Chairman, thank you.
 11 Mr Blake, I want to clear something up which may
 12 have arisen as a misunderstanding from your evidence
 13 this morning about the status of the planning
 14 permission.
 15 Can I first of all show you your transcript from
 16 this morning, {Day29/34:25}, if that could be flashed up
 17 for you. Can you see there that you said:
 18 "The meeting with the planner is that there was
 19 a planning consent granted on a different product, and
 20 so they -- you know, the purpose of the meeting was to
 21 present an alternative for the planners to consider."
 22 I just want to explore whether that's really right .
 23 Can I ask you first to go, please, to your witness
 24 statement, which is at {RYD00094225/12}, and I would
 25 like to look together with you at paragraph 6.6 where

54

1 you say:
 2 "The original planning permission had been granted
 3 on the basis of zinc rainscreen cladding. The change
 4 from zinc to ACM rainscreen cladding and the specific
 5 colour and fixing (face fix or cassette fix) required
 6 planning permission."
 7 Now, can I ask you then, please, to go to
 8 {ART00001999}. This is the planning permission granted
 9 for the refurbishment on 10 January 2014. If we look at
 10 it, you can see that it's "Permission for Development
 11 (Conditional)", do you see that in the second heading of
 12 the letter? Yes?
 13 A. Yes.
 14 Q. Yes. Then the development is identified .
 15 Then if you look at page 2 {ART00001999/2} and look
 16 at condition 3, please, you can see that there it says:
 17 "Detailed drawings or samples of materials as
 18 appropriate, in respect of the following, shall be
 19 submitted to and approved in writing by the Local
 20 Planning Authority before the relevant part of the work
 21 is begun and the works shall not be carried out other
 22 than in accordance with the details so approved and
 23 shall thereafter be so maintained:
 24 •" Materials to be used on the external faces of the
 25 building(s)."

55

1 So that was one of the conditions, so there needed
 2 to be detailed drawings and samples.
 3 Do you accept that permission granted was
 4 conditional on samples of whatever material was to be
 5 used being provided to the planning authority for
 6 approval?
 7 A. That's what that shows, yeah.
 8 Q. So when you say in your statement that permission had
 9 been granted on the basis of zinc rainscreen, that's not
 10 correct, is it?
 11 A. Well, that's what I understood, that's why there was
 12 a meeting with the planners to consult about making
 13 a change.
 14 Q. Well, it may be a change, but the fact is that planning
 15 permission was conditional upon discussions with the
 16 planning authority about what materials should be used;
 17 that's clear from this document, isn't it?
 18 A. I've -- yeah, I've agreed with that.
 19 Q. Yes. So when you said this morning that there was
 20 planning consent for zinc, that's not correct; the
 21 planning consent was conditional upon later discussions
 22 and satisfaction about the materials to be used on the
 23 exterior of the building.
 24 A. Yeah, but, as I said, my understanding was that the
 25 planners' expectation was that it was zinc. I'm not

56

1 sure what's shown on the --
 2 Q. Right.
 3 A. -- on the drawings themselves.
 4 Q. Going back to where we were before the break, I was
 5 about to turn to your statement, so we can go back to
 6 that, please, {RYD00094236/51}, paragraph 103.
 7 I'm so sorry, this is the Rydon company statement,
 8 not your statement. I may have misled you there,
 9 Mr Blake.
 10 Paragraph 103, and it says there, if you look at the
 11 second sentence:
 12 "As has been set out at Section V above, RML (using
 13 Harley as a subcontractor) had installed ACM cladding
 14 over mineral wool insulation on two previous high rise
 15 projects."
 16 So it's clear that there is a reference there to
 17 mineral wool insulation being used on prior projects.
 18 Did you know that fact at the time that you were
 19 discussing the use of ACM cladding for the
 20 Grenfell Tower project?
 21 A. Yes, I worked on those projects.
 22 Q. So you knew, when you were talking to the TMO and RBKC,
 23 that on the earlier projects, the ACM cladding had been
 24 installed over mineral wool insulation?
 25 A. Yes.

57

1 Q. Did you ever consider the suitability of using
 2 polyethylene cored ACM panels over polyisocyanurate,
 3 PIR?
 4 A. No.
 5 Q. So you never considered the suitability of those panels
 6 over that kind of insulation as opposed to Rockwool or
 7 some other kind of mineral wool insulation?
 8 A. No. My assumption was that it was a pre-identified
 9 material in the NBS, and that had been clad --
 10 considered by the people that wrote it into that
 11 specification.
 12 Q. In circumstances where it was clear that the cladding
 13 system being proposed for Grenfell was different from
 14 the system that you, as Rydon, had used at Chalcots and
 15 Ferrier Point -- because on Grenfell PIR was to be used
 16 instead of mineral wool -- did you take any steps to
 17 verify that the system proposed for Grenfell was equally
 18 suitable and safe as it had been at Chalcots and
 19 Ferrier Point?
 20 A. Me personally?
 21 Q. Well, let's start with you personally.
 22 A. I didn't, no.
 23 Q. Did anybody at Rydon, to your knowledge?
 24 A. We relied on our design team to provide that
 25 information.

58

1 Q. Right.
 2 Did you or did anybody at Rydon ever alert the
 3 design team to the difference, and say to them, "Well,
 4 hang on a moment, in our past two overcladding tower
 5 block projects, we used ACM PE core over mineral wool
 6 and not over PIR, could you please check it out and make
 7 sure it's safe"? Did that ever occur to you?
 8 A. No, it didn't.
 9 Q. Is there a reason why it didn't occur to you? Can you
 10 help us?
 11 A. Only as I've said, the fact that they're clearly
 12 identified in the project information, the assumption
 13 was that those governance checks had already been made
 14 with respect to their suitability for use and
 15 combination on the project.
 16 Q. I want to ask you some questions about Chalcots.
 17 Do you remember that in 2017 there was a problem
 18 that arose with an ACM product used at the
 19 Chalcots Estate?
 20 A. Yes.
 21 Q. Do you remember it was delamination, I think?
 22 A. Yes, it was.
 23 Q. Yes. Do you have a recollection of that episode?
 24 A. I do, yes.
 25 Q. Were you involved personally in dealing with that issue?

59

1 A. I was -- I had a site meeting there, yeah.
 2 Q. Do you remember a Mr Wehrle -- if that's the right way
 3 of pronouncing his name -- of Alcoa or Arconic visiting
 4 the Chalcots Estate project in May 2017?
 5 A. Yes, I do.
 6 Q. Indeed, he says there was a meeting on 4 May with you.
 7 Do you remember that?
 8 A. I do.
 9 Q. I think also Alim Whyte.
 10 Do you remember who it was at Rydon decided that you
 11 and Alim Whyte should meet with Mr Wehrle?
 12 A. I don't specifically remember, but I would imagine that
 13 Jeff would have asked me to attend that meeting.
 14 Q. Do you remember whether there was anybody else at that
 15 meeting other than you and Alim Whyte?
 16 A. Yes. The man from Reynobond had a lady colleague with
 17 him, and there was a representative of the distributor,
 18 or the -- sorry, UK sales rep for Reynobond.
 19 Q. When you say the man from Reynobond, is that Mr Wehrle?
 20 A. Yes.
 21 Q. And the lady colleague, was she from Reynobond?
 22 A. Yeah, I understood that they were work colleagues.
 23 Q. I see. And the representative of the distributor, do
 24 you remember who that was?
 25 A. Vince was his ...

60

1 Q. Does the name Vince Meakins ring a bell?
 2 A. Yes, that's the guy.
 3 Q. Do you remember whether Harley was at that meeting?
 4 A. No, they weren't.
 5 Q. Given that I think you have told us, or at least given
 6 us the impression, that you're not a cladding specialist
 7 yourself, how did you think that you would be able to
 8 understand what the representatives of Arconic and
 9 Mr Meakins were saying to you at that meeting?
 10 A. I was the contracts manager responsible for that job,
 11 and it's normal that if there's an issue that comes up
 12 in the future, then you would go to the person who has
 13 most information about the job to get to a resolution.
 14 The meeting was also -- the front part of it was,
 15 there was a representative from the architects there as
 16 well.
 17 Q. Which architects?
 18 A. HTA.
 19 Q. I see.
 20 Who was Alim Whyte?
 21 A. He was a site manager who worked up at Chalcots.
 22 Q. On the original Chalcots project?
 23 A. He did, yeah.
 24 Q. What was his role within Rydon at the time of this
 25 meeting, which was May 2017?

61

1 A. He was working on one of the other refurb projects, but
 2 I can't remember which one.
 3 Q. All right.
 4 Now, Mr Wehrle comments that at this meeting -- and
 5 this is from his statement -- he expressed his surprise
 6 that tall buildings had been clad in an ACM polyethylene
 7 cladding rather than an FR cored product.
 8 Do you recall those comments?
 9 A. No, I don't.
 10 Q. Do you recall one way or the other that the subject of
 11 ACM PE cladding as opposed to FR cored products came up?
 12 A. That wasn't discussed at all.
 13 Q. How sure are you about that, do you think?
 14 A. As -- that's my recollection, that it wasn't discussed.
 15 Q. At that stage, May 2017 -- so we're only about a month
 16 before the Grenfell Tower fire itself -- do you remember
 17 whether anybody else in the industry, the cladding
 18 industry, had made similar comments to you, that it was
 19 surprising that buildings had been clad in
 20 a polyethylene core as opposed to a fire resistant or FR
 21 cored product?
 22 A. That's -- I've -- no one said that to me.
 23 Q. Mr Wehrle's recollection is that either you or
 24 Alim Whyte commented that the UK regulations permitted
 25 the use of such a product for these applications. Did

62

1 you make that comment?
 2 A. That's not my recall at all.
 3 Q. Did Mr Whyte make that comment?
 4 A. I can't speak for Alim, but I don't recall him saying
 5 that.
 6 Q. Was it your understanding at the time that UK
 7 Building Regulations did permit the use of such
 8 a product for those applications?
 9 A. My knowledge of Chalcots is that all of the buildings
 10 were individually signed off by Building Control, so
 11 therefore my understanding would be that they were
 12 compliant.
 13 I'm also very surprised that the man from Reynobond
 14 raised the issue about using the cladding panel on that
 15 building, because they know where it was being used,
 16 they issued a warranty on the building.
 17 Q. Do you remember whether there was any discussion at this
 18 meeting about the different performance characteristics
 19 of Reynobond PE panels in rivet form as opposed to
 20 cassette form?
 21 A. There was no conversation about that.
 22 Q. Did Mr Wehrle tell anybody at that meeting that tests
 23 carried out by Arconic in and after 2011 had
 24 consistently shown that Reynobond PE panels in cassette
 25 form only achieved a class E classification?

63

1 A. He did not mention that at the meeting, no.
 2 Q. And it would follow that he didn't mention -- is this
 3 your evidence? -- that the same panels in rivet form
 4 achieved class C classification?
 5 A. He didn't talk about that at all.
 6 Q. Did he say that Arconic had concluded from those tests
 7 at that stage, 2011, that the cassette form of panels
 8 was liable to a flashover in the event of a fire?
 9 A. No, he did not.
 10 Q. Now, moving on to a different topic, if I can, I just
 11 want to ask you some questions about Exova.
 12 If, as I think you've helped us understand, Rydon's
 13 method of operation in a design and build contract such
 14 as this was to appoint specialist third parties to
 15 undertake aspects of work for which Rydon had no
 16 in-house expertise, can you explain why Rydon did not
 17 appoint a fire safety engineer?
 18 A. Because that is the remit of the architect, to provide
 19 that.
 20 Q. Did, to your recollection, Studio E, as your
 21 subconsultant architect, ever advise you that no
 22 fire safety expertise from a fire safety engineer was
 23 required for this project?
 24 A. They didn't advise that, no.
 25 Q. Right.

64

1 To your knowledge, did anybody at Rydon ever ask
 2 them for that specific advice?
 3 A. No, the assumption would be that that is -- that's their
 4 mandate.
 5 Q. Can I ask you to go to {ART00002255}, please. Now, this
 6 is a set of minutes for the contractor induction meeting
 7 held on 1 April 2014, and I think you weren't present at
 8 that meeting, but you received these notes, because we
 9 can see it says at the foot of the page "For
 10 information: Stephen Blake ... Refurbishment Director".
 11 When you got these minutes -- well, first of all, do
 12 you recall receiving these minutes at all?
 13 A. I can't recall, but obviously if I'm on electronic copy,
 14 I would have had them.
 15 Q. Yes, and would you have read them?
 16 A. I may have done.
 17 Q. Right. Do you have a recollection of reading them?
 18 A. No.
 19 Q. If we look at page 4 {ART00002255/4} and go to
 20 paragraph 5.3, it says there:
 21 "Exova completed the fire strategy at tender stage.
 22 They have not been novated, but SL will contact them
 23 with the view of using them going forward."
 24 Were you aware that Mr Lawrence had assumed the task
 25 of contacting Exova with the view of using them going

65

1 forward?
 2 A. I didn't. I didn't know whether he had done that or
 3 not.
 4 Q. If you read the minutes, you would have done; yes?
 5 A. If I had read the minutes, yes, but I can't recall them.
 6 Q. I see.
 7 Had you asked for instructed Mr Lawrence to assume
 8 the task of contacting Exova with the view of using them
 9 going forward?
 10 A. I didn't, no.
 11 Q. Do you know whether anybody else at Rydon asked him to
 12 do that?
 13 A. I don't.
 14 Q. Given that you were responsible for overseeing the
 15 appointment of suitable contractors and consultants,
 16 would the novation or appointment of consultants be
 17 something that Mr Lawrence would discuss with you?
 18 A. Yes, he would, yes, yeah.
 19 Q. Was there any discussion between you and Mr Lawrence
 20 about appointing Exova?
 21 A. I have a recall that we did talk about this, and the
 22 conclusion was that the fire strategy had been done on
 23 the behest of Studio E to inform their drawings and,
 24 indeed, the layout of the block, and it's their
 25 responsibility to ensure that compliance.

66

1 Q. Do you remember when that discussion with Mr Lawrence
 2 took place?
 3 A. I don't.
 4 Q. Was it before or after this meeting, do you think?
 5 A. It would -- well, I imagine it would be after this
 6 meeting.
 7 Q. Do you remember what prompted the discussion with
 8 Mr Lawrence that you recall?
 9 A. I don't, but if it's an action on a set of minutes, that
 10 would be the probable prompt.
 11 Q. I don't want to put words in your mouth, but is your
 12 evidence that there was a discussion between you and
 13 Mr Lawrence about the appointment of Exova by Rydon as
 14 a fire safety engineer specialist going forward, but
 15 that you decided not to go ahead with it because, as you
 16 I think have said, they had already produced
 17 a fire strategy?
 18 A. Yeah, and it's the responsibility of Studio E to assure
 19 themselves of that information.
 20 Q. But if it was the responsibility of Studio E to assure
 21 themselves of that information, do you know, can you
 22 help us, why Mr Lawrence himself had proposed that he
 23 would contact them with the view of using them going
 24 forward, as opposed to asking Studio E to do so?
 25 A. I don't know. That's a minute from a meeting that

67

1 someone's made, isn't it?
 2 Q. Now, in your statement at paragraph 7.2
 3 {RYD00094225/12} -- and it's so short I'm not sure it's
 4 worth taking you to it -- you say:
 5 "I was aware that a fire consultant (Exova) had been
 6 engaged on behalf of KCTMO ..."
 7 Did you make any assumption one way or the other
 8 that Exova was continuing after you had won the tender
 9 as part of the team retained by the TMO?
 10 A. Sorry, I've missed the first part of that question.
 11 Q. Let me try it a different way.
 12 Did you assume that Exova continued as part of the
 13 team retained by the TMO, or did you not think about it?
 14 A. I didn't make that assumption, no.
 15 Q. Did you take any steps to check what, if any,
 16 contractual arrangements the TMO had in relation to
 17 provision of fire engineering advice once Rydon became
 18 principal contractor?
 19 A. No.
 20 Q. Why is that?
 21 A. I didn't see a need to, to ask the client that.
 22 Q. Did you take any steps to check that the appointment of
 23 Exova continued during the construction phase of the
 24 project?
 25 A. No.

68

1 Q. Did you personally communicate with Exova during the
2 project?
3 A. No.
4 Q. Did you think anyone was providing fire strategy advice
5 after you had taken over the project?
6 A. That -- again, the fire strategy had been done at tender
7 stage and thereafter that lies in the ultimate
8 responsibility of Studio E's submissions to
9 Building Control.
10 Q. It's right, though, isn't it, that on winning the
11 tender, Rydon took over Studio E's employment by the
12 TMO, hence the novation, isn't it?
13 A. That's right.
14 Q. Yes. That being so, how could it be for Studio E to
15 appoint a sub-subconsultant in the form of a fire safety
16 engineer? It would be for Rydon to do that, wouldn't
17 it?
18 A. No.
19 Q. Why not?
20 A. Because if they needed further advice from a specialist,
21 then that's their remit to get that advice.
22 Q. Was that your understanding at the time?
23 A. Absolutely.
24 Q. Was it based on any contractual documentation you had
25 seen at the time?

69

1 A. Not based on any contractual, but that's a -- my
2 experience of how that obligation flowed.
3 Q. So can I just understand this: was it your experience
4 that if the novated architect on a design and build felt
5 that they needed specialist fire engineer input, they
6 would go off and retain it themselves, as opposed to
7 coming to you and asking you to retain the fire
8 engineer?
9 A. I would say exactly that.
10 Q. Who would pay the fire safety engineer, then, in that
11 situation?
12 A. They would.
13 Q. What say would you have in who it was that they decided
14 to go to and the scope of the appointment?
15 A. That's for them to determine.
16 Q. Was that your experience?
17 A. That is ... well, (a) my experience is that a fire
18 consultant is generally employed pre our involvement to
19 inform the -- indeed, the strategy, layout, means of
20 escape, that are put on the tender drawings. My
21 experience is not to have a novated architect in the
22 design and build scenario. And if there is a fire
23 consultant, that will be part of their remit, because
24 their responsibility is to discharge the obligations of
25 Building Control.

70

1 Q. Let me just explore that. Your experience is, you say,
2 not to have a novated architect in the design and build
3 scenario. Does that --
4 A. That's my experience, yeah.
5 Q. Right. Well, in this case, of course, we know that
6 Studio E were novated to Rydon. Was this the first time
7 you had ever experienced that, on this project?
8 A. That is correct, yeah.
9 Q. I see.
10 Does that tell us that you, and indeed other people
11 at Rydon, had had no previous experience of how to
12 manage an architect who had become a subconsultant by
13 novation?
14 A. I didn't see that that situation was any different to
15 a non-novated architect. It's employment of a schedule
16 of services. The fact that it's novated is -- that's
17 the client has wished that architect to stay involved
18 with the project, which made sense to me, in terms of
19 previous knowledge, working with the planners, the
20 Building Control, the adjacent project. And so although
21 I'm saying to you that's unusual to be novated, then --
22 I saw that as a very logical process.
23 Q. Did you ever tell the TMO that the Grenfell Tower
24 project was the first project you and the others on the
25 team involved in it had had of a novation of

71

1 an architect?
2 A. No, I didn't, no. Very often, the majority of design
3 and build contracts, the architectural firm that has had
4 the initial contact with the client to -- from the
5 scheme inception to the planning consultation, you'll
6 be, you know, encouraged to use them as the architect
7 for the construction phase.
8 Q. But did it not occur to you that it was a little bit
9 more than being encouraged to use them; as a result of
10 the novation, Rydon was actually entering into a formal
11 arm's length contractual arrangement --
12 A. Yeah --
13 Q. -- with Studio E whereby Studio E were providing you
14 with services?
15 A. Yeah, and I was very happy with that. That seemed
16 a logical step against an architect that the client was
17 obviously happy with, otherwise they wouldn't have
18 novated them.
19 Q. But for the first time, of course, in your experience,
20 the architect was now answerable to you as opposed to
21 answerable to your client. Did you not perceive that to
22 make some kind of difference?
23 A. No.
24 Q. Going back to the question of Exova, would it have been
25 normal at the time for a project of the size of

72

1 Grenfell Tower to proceed through the construction phase
2 without the principal contractor seeking specialist
3 fire safety advice from a fire safety engineer?

4 A. As I said, that would be flowed through the
5 architectural development.

6 Q. Right.

7 So can we leave it like this, or perhaps take it
8 from you, that as long as neither Exova nor
9 Building Control, as you have mentioned them, brought
10 any issues to your attention, you were not concerned?

11 A. If they ... sorry, would you mind repeating that?

12 Q. Actually, I would like to go back to my prior question,
13 in fact.

14 My first question was: would it have been normal at
15 the time for a project of the size of Grenfell Tower to
16 proceed through the construction phase of the project
17 without the principal contractor seeking specialist
18 advice from a fire safety engineer? I'm not sure
19 I quite got an answer to that question.

20 A. That is normal, yes.

21 Q. Right.

22 Therefore, can we take it that so long as neither
23 Exova nor Building Control brought to your attention any
24 issues about fire safety, you were not concerned?

25 A. If they didn't bring me an issue, then no, I wouldn't be

73

1 concerned, no.

2 Q. Did you ever consider asking the TMO to be copied in on
3 any communications going to and from Exova relating to
4 the refurbishment?

5 SIR MARTIN MOORE-BICK: Mr Millett, do you mean Exova or do
6 you mean Studio E? Because the witness has said he
7 expects Studio E to deal with all this.

8 MR MILLETT: I will ask it differently, then. I did mean
9 Exova.

10 SIR MARTIN MOORE-BICK: All right.

11 MR MILLETT: Let me put it this way: did you know that
12 in fact, before you came on the scene, Exova's client
13 was the TMO, not Studio E?

14 A. I didn't know that, but I subsequently saw on the report
15 that it was Exova for Studio E, but that's on behalf of
16 the client, so --

17 Q. Yes.

18 A. -- that's the same thing.

19 Q. Yes, all right. Let's try the same question again,
20 then, that I asked before: did you ever consider asking
21 either the TMO or Studio E if you could be copied in on
22 communications going to and from Exova with regards to
23 the refurbishment?

24 A. No, I didn't. I didn't, no.

25 Q. You didn't. Why not?

74

1 A. Because I was fulfilling the -- at a point in time,
2 I was either directorial responsibility, and then when
3 I was contracts managing it, I had no contact with them.

4 Q. By September 2014, we've seen from earlier records
5 raised with earlier witnesses that Exova were consulted
6 on an ad hoc basis.

7 A. Yeah.

8 Q. Did you know that at the time?

9 A. I'm subsequently aware of that because I've seen the
10 emails. Specifically at the time, I wasn't aware of
11 that.

12 Q. Right.

13 Now, as part of the contract documentation that you
14 were sent in order to be able to prepare your tender
15 bid, did you see a report from Exova?

16 A. I can't recall that.

17 Q. Let me see if I can show it to you. This is
18 {CST00000085}, please. There are a number of references
19 to this document, Mr Blake, this is the one I have.
20 This is issue 3 of Exova's outline fire safety strategy
21 dated 7 November 2013.

22 Just looking at the first page there, does this ring
23 a bell with you?

24 A. It does now. But if you were asking me at the time of
25 tender, did it, then no.

75

1 Q. No. So just to be clear, you say you didn't see this at
2 the time of the tender?

3 A. I may have done, but I don't --

4 Q. You don't recall it?

5 A. I can't recall this particular document.

6 Q. Did you see Exova's fee proposal and scope of works for
7 the carrying out of the refurbishment works?

8 A. No.

9 Q. Right.

10 When you received the tender documents, were you not
11 curious to understand what work had been done by
12 a fire safety engineer and to read such work as they had
13 done?

14 A. Not at the time, no.

15 Q. Can I just ask you: did you ever read something called
16 "Initial design note" dated 12 September 2012? Does
17 that ring a bell with you?

18 A. From who?

19 Q. Well, let me show you a document, it's {TMO10037827},
20 please.

21 Does this look familiar to you?

22 A. No, it doesn't.

23 Q. Right.

24 Do you remember reading earlier issues of the
25 outline fire safety strategy dated October 2012 or

76

1 October 2013?
 2 A. No, I don't.
 3 Q. Okay.
 4 Were you concerned or did it cross your mind to
 5 enquire about why you hadn't seen a detailed
 6 fire strategy as part of the tender documentation?
 7 A. No.
 8 Q. Okay. Let's go back to issue 3, {CST00000085}, this is
 9 issue 3 of the outline fire safety strategy for
 10 Grenfell Tower dated 7 November 2013, and can I ask you
 11 to turn to page 9 {CST00000085/9} and look, please, at
 12 section 3.1.4. This deals with requirement B4,
 13 "External fire spread", and it says:
 14 "It is considered that the proposed changes will
 15 have no adverse effect on the building in relation to
 16 external fire spread but this will be confirmed by an
 17 analysis in a future issue of this report."
 18 Do you remember reading that at the time?
 19 A. No.
 20 Q. Do you remember the general idea that Exova had
 21 expressed the view that the proposed changes would have
 22 no adverse effect on the building, but that conclusion
 23 would be confirmed by an analysis in a future issue of
 24 their report?
 25 A. I didn't read it, so --

77

1 Q. No, but did you have an idea in general? Did you know
 2 that in general that is what they had said?
 3 A. No, I didn't, no.
 4 Q. Okay.
 5 If we could just go back to the minutes of the
 6 meeting of the contractors, the initial meeting on
 7 1 April 2014. We find those at {ART00002255}. I just
 8 want to ask you about that.
 9 I would like you to go back to paragraph 5.3 at
 10 page 4 {ART00002255/4}, please. We can see there that,
 11 as we've seen earlier this morning, Mr Lawrence says:
 12 "Exova completed the fire strategy at tender stage."
 13 Whether or not you recall reading these minutes, did
 14 you know at the time that Exova had completed
 15 a fire strategy at tender stage?
 16 A. Well, if I had read that minute, then I would know that.
 17 Q. Right.
 18 Did you ever ask Mr Lawrence to see that
 19 fire strategy?
 20 A. No, I did not.
 21 Q. Why is that?
 22 A. I'm directing the project, so that's not something
 23 I would ask for.
 24 Q. Did you ever yourself even consider fire safety on this
 25 project?

78

1 A. At that point in time, no.
 2 Q. When you say "At that point in time", my question was
 3 directed at the entire timeframe of the project in which
 4 you were involved.
 5 During that entire time, did you ever think about
 6 fire safety?
 7 A. I'm concerned from day one as to the adequacy of any
 8 project, and we provide for that by the appointment of
 9 the consultants to make that as it should be. So
 10 I wouldn't look at an individual aspect, but I would
 11 always be, for any project, concerned with its adequacy,
 12 that it is compliant.
 13 Q. Given that we can see from this minute that Exova had
 14 completed a fire strategy at tender stage, or at least
 15 that's what the minute says, did you or did anybody else
 16 at Rydon ever subsequently take any steps to seek
 17 an update of that report from Exova?
 18 A. Not that I'm aware of, and -- not that I'm aware of.
 19 Q. No. And is there any reason why not?
 20 A. Again, I would put it back to the fact that the tender
 21 stage strategy informs the GAs, arrangements, sections,
 22 fire doors, means of escape, that the architects develop
 23 on their drawings.
 24 Q. Did you ever think about consulting Exova on the value
 25 engineering changes, particularly to the rainscreen

79

1 panels, that had been made since Rydon's appointment?
 2 A. No.
 3 Q. Why is that?
 4 A. Only inasmuch that the change was an originally -- was
 5 a requested alternative as part of the tender, so
 6 I would have assumed that someone would have considered
 7 that in the process of asking for it to be priced as
 8 an alternative.
 9 Q. Can I ask you to go to {EX000000688}, please. This is
 10 a chain of emails from 21 to 23 December 2015, and
 11 you're copied in on this. I want to look at the bottom
 12 email first, running over the page. This is
 13 Andy Bridges, 21 December 2015, to Terry Ashton and
 14 Tony Pearson, and it's copied to you, among others:
 15 "Hello Terry,
 16 "We are the electrical contractors on this project.
 17 I'm not sure if you've been made aware but there have
 18 been some fairly major changes to the lower levels since
 19 you issued your last Fire Strategy document, Iss 03."
 20 So if you hadn't been aware about issue 3 from Exova
 21 at April 2014, you were certainly aware of it, can we
 22 take it from this, by December 2015?
 23 A. Yes.
 24 Q. So do you remember when you first became aware of
 25 issue 3 of Exova's fire strategy document?

80

1 A. I can't recall exactly when, but I certainly know about
 2 it there.
 3 Q. Right.
 4 Did you know yourself whether Mr Ashton of Exova was
 5 in fact aware that there had been fairly major changes
 6 to the lower levels since his issue 3 of the fire safety
 7 strategy?
 8 A. I didn't know that, no.
 9 Q. As I've shown you, issue 3 was produced in
 10 November 2013. That's just a little more than two years
 11 before the date of this email.
 12 A. Yeah.
 13 Q. During that time, since you won the project in
 14 March 2014, had you yourself made any attempt to keep
 15 Mr Ashton updated as to any changes in the project?
 16 A. No, I hadn't.
 17 Q. Had anybody else at Rydon, to your knowledge?
 18 A. Not to my knowledge, and, again, that would be the remit
 19 of the architects. If, as a consequence of client
 20 changes, there is an implication to the fire strategy,
 21 then that would be dealt with as a consequence of that
 22 change.
 23 Q. Now, looking at this email chain, we can see who is
 24 party to it. It's Andy Bridges, who is RJ Electrics.
 25 A. Yes.

81

1 Q. Okay, and Exova as the recipient. It is copied to
 2 JS Wright and Max Fordham, and you and David Hughes from
 3 Rydon.
 4 No architect. No Mr Soules on that, and no
 5 Mr Crawford on that either.
 6 A. No.
 7 Q. So when we look at the substance of it, we can see that
 8 this is RJ Electrics asking Exova for some advice.
 9 If we look on:
 10 "This raises 3 questions for you."
 11 A. Yes.
 12 Q. It goes on over the page. Perhaps we should just look
 13 over the page to page 2 {EXO00000688/2}, please. You
 14 can see that there are some questions and then answers
 15 come back in red from Mr Ashton.
 16 Did you notice from this email that here is
 17 Mr Ashton providing fire safety advice to RJ Electrical
 18 but not looping in the architects?
 19 A. Yeah, this was about -- focused on the M&E side of the
 20 questions.
 21 Q. Yes, but that wasn't my question. My question was: did
 22 you notice that here is Mr Ashton providing fire safety
 23 advice to RJ Electrical but not looping in the
 24 architects?
 25 A. I've ... I didn't notice that, no, and I didn't see

82

1 anything wrong with this communication either.
 2 Q. Is it right that Rydon and its subcontractors still
 3 relied on Exova to answer ad hoc questions in relation
 4 to fire safety advice without needing to trouble the
 5 architects on the question?
 6 A. This was linked to M&E, and that's why Max Fordham were
 7 copied in.
 8 Q. Yes, that's not quite answering my question, Mr Blake.
 9 I'm really asking about communications.
 10 Is it right that Rydon and its subcontractors were
 11 content to rely on Exova to answer ad hoc questions
 12 without needing to trouble the architects and to keep
 13 them in the loop to know what was being said and asked?
 14 A. Yeah, I mean, ideally the architects would have been
 15 copied in to that, but I still don't think that that's
 16 an issue, because it's M&E.
 17 Q. Who did you think Mr Ashton was advising or acting for
 18 when he was giving this advice?
 19 A. Acting on behalf of the project.
 20 Q. On behalf of the project? The project isn't a company
 21 or person. Which company or person did you think
 22 Mr Ashton was advising or acting on behalf of when
 23 giving this advice?
 24 A. Well, against the request from the electrician, who is
 25 our employ. So he's providing some advice for us to

83

1 answer the questions.
 2 SIR MARTIN MOORE-BICK: Well, if Exova were going to charge
 3 a fee, let's just assume, for giving this advice, who
 4 would pay that fee?
 5 A. We would pay that.
 6 SIR MARTIN MOORE-BICK: You would pay it?
 7 A. Well, if we've gone to them in this instance directly
 8 and we haven't -- or our electrician has, so in that
 9 instance, yeah, I would imagine that we would pay for
 10 that advice.
 11 SIR MARTIN MOORE-BICK: Yes, thank you.
 12 MR MILLETT: In order to pay for that advice, you would have
 13 to have some kind of contract with Exova, wouldn't you?
 14 A. Or they would send us a bill.
 15 Q. In order to take advice from a professional, would it be
 16 your experience that, before they gave any advice, you
 17 would enter into a services contract?
 18 A. In the -- yeah, in the majority, yeah.
 19 Q. Did Rydon have one with Exova?
 20 A. No, we didn't.
 21 Q. So you were content, were you, for your subcontractors
 22 to pick Mr Ashton's brains as and when it was needed and
 23 you would pick up the bill, but without any formal
 24 contractual arrangements between you?
 25 A. If Exova had presented us a bill, then that would have

84

1 been our consideration. The approach to Exova is that
 2 they did the fire strategy for the building in the first
 3 place, so they must have had an employment to do that,
 4 so it's a question that's been asked against that.
 5 I can only explain it like that.
 6 Q. Did you not wonder who Exova thought they were advising
 7 or responsible to for this advice?
 8 A. That would lead back to their report that they did in
 9 the first place.
 10 Q. Can I ask you to go to RYD00074436, please, this is
 11 an email of 14 April 2016 to you from Matt Smith of
 12 Max Fordham, and I would just like to look at the first
 13 line, and it's copied to various people but again no
 14 architect:
 15 "Afternoon Steve
 16 "I've discussed your queries regarding the fire
 17 alarm with Adrian Brown from Exova who has now replaced
 18 Terry Ashton ..."
 19 And then there are some suggestions set out there.
 20 So you could see from that that, even at this late
 21 stage, mid-April 2016, three months before practical
 22 completion, Exova were still being asked for advice;
 23 yes?
 24 A. Yes.
 25 Q. In those circumstances, did you even at that point

85

1 consider instructing Exova, even if only for a sign-off
 2 opinion on the building as it stood then?
 3 A. No.
 4 Q. Why is that?
 5 A. Because, as I just said, they were providing advice
 6 under their original remit.
 7 Q. And their original remit was with whom?
 8 A. With the fire strategy that was produced for the TMO.
 9 Q. I just want to ask you some questions about Carl Stokes,
 10 if I may.
 11 In your statement you refer to Carl Stokes, the fire
 12 risk assessor retained by the TMO. Can you help us,
 13 what was your understanding at the time of Carl Stokes'
 14 role in the refurbishment project, if any?
 15 A. He's retained on behalf of the TMO, who are the landlord
 16 of the building, and he's to carry out a fire risk
 17 assessment of the building on behalf of the landlord.
 18 Q. To your knowledge, Mr Blake, was Mr Stokes or his
 19 company ever retained or appointed to undertake any
 20 consultancy or supervisory role in relation to the
 21 refurbishment works on the tower?
 22 A. By us?
 23 Q. By anybody.
 24 A. I understood he was the employ of the TMO.
 25 Q. I see.

86

1 My question then is: to your knowledge, was
 2 Carl Stokes ever retained by the TMO to undertake any
 3 consultancy or supervisory works in relation to this
 4 refurbishment?
 5 A. That's what I understood, yes.
 6 Q. You thought he was a TMO contractor to act as
 7 a consultant or supervisor in respect of the
 8 refurbishment; is that right?
 9 A. Not -- he was acting on behalf of the TMO to provide
 10 an FRA, not consultancy about the refurbishment
 11 specifically.
 12 Q. Right.
 13 To your knowledge, did he ever give any fire safety
 14 advice to Rydon about the design or the construction of
 15 the rainscreen cladding façade?
 16 A. Not to my knowledge.
 17 Q. Did he ever give any fire safety advice to Rydon about
 18 any other aspect of the refurbishment?
 19 A. He produced an FRA that had queries for us to respond
 20 against --
 21 Q. Yes, and we may come to that.
 22 A. -- which is what I would expect.
 23 Q. I see.
 24 Do you know whether he ever gave advice, either to
 25 you or through you to the TMO, generally on fire safety

87

1 aspects of the project itself?
 2 A. No. The only advice we got was the issue of his FRA
 3 report identifying actions for us.
 4 Q. Did Rydon ever rely on that advice by Mr Stokes?
 5 A. No.
 6 Q. Can we look at {RYD00065985}, please. This is an email
 7 of 28 January 2016 from you to Carl Stokes, copying in
 8 David Hughes and Claire Williams. In that email, you
 9 can see that you ask Carl Stokes for a meeting on
 10 4 February 2016 and you say:
 11 "We are rapidly reaching the conclusion of the
 12 project and would appreciate the opportunity to ensure
 13 we have covered all formalities in respect of a FRA."
 14 Why did you seek Carl Stokes' input?
 15 A. Erm ... can I see the context of that request?
 16 Q. Well, I can show you the emails below it, for sure. If
 17 you go down to page 2 {RYD00065985/2}, we can see that
 18 it starts off on 27 January with an email to Janice Wray
 19 from Carl Stokes arranging meetings at Grenfell, and
 20 then if we go to page 1 {RYD00065985/1} --
 21 A. Right.
 22 Q. -- we can see the next email up from Claire Williams to
 23 you and David Hughes, also dated 27 January, where she
 24 says:
 25 "Gentlemen

88

1 "Our FRA is available as below, which date do you
2 prefer? This is on the basis that the meeting is on
3 site at your offices."

4 Then we see your response.

5 So that's the context.

6 A. Yeah.

7 Q. So --

8 A. So, yeah, the --

9 Q. My question -- I will repeat it.

10 A. Yeah.

11 Q. It looks from that as if you were seeking Carl Stokes'
12 input, and my question is: why is that?

13 A. In order to understand whether, when he did a fire risk
14 assessment of the building, that there's any formalities
15 for us to either explain or provide in respect of the
16 fire risk assessment that he does -- carries out on
17 behalf of the landlord.

18 Q. I see.

19 So did you understand it that you wanted this
20 meeting in order to be able to provide him with
21 assistance as opposed to --

22 A. No.

23 Q. -- him providing you with assistance?

24 A. No, providing us with assistance to make sure that we --
25 this is a precursor to having the ability to open the

89

1 atrium to the public. So we obviously wanted to make
2 sure that everything was in place in order for that to
3 be done, and I thought the best way of doing it would be
4 to meet Carl and go on -- and walk round the building
5 with him.

6 Q. Can I ask you to go to {RYD00066323}, please. This is
7 an email of 29 January 2016, a day later, between you
8 and Carl Stokes. It's from Carl Stokes to you, copied
9 to Claire Williams.

10 A. Yeah.

11 Q. "Grenfell FRA meeting":
12 "Steve the list of items as discussed this morning.
13 See you on Thursday next week at 2 at Grenfell."

14 A. Yeah.

15 Q. Then you can see underneath his name, "Carl", a list of
16 things. Can you see that list?

17 Did you discuss, looking at that list, all those
18 items with Carl Stokes at a meeting?

19 A. This is a record of our walk-round.

20 Q. I see.

21 A. Which is exactly what I would expect from that meeting.

22 Q. Right.

23 Was there any discussion at that meeting about the
24 external façade, do you remember?

25 A. No, there wasn't, no.

90

1 Q. Can you go to {TMO10012397}, please. These are meeting
2 minutes from progress meeting number 20 which you
3 attended, it seems from it, on 23 February 2016.

4 We can see who was there, various people from the
5 TMO, and then you're listed as present.

6 Can I ask you, please, to go to page 4
7 {TMO10012397/4} and look at the middle item, 2.20, and
8 it's under the heading "Fire Compartmentation - action
9 update" and it says:

10 "SB met with Carl Stokes (TMO Fire Risk Assessor) -
11 advised Rydon not to introduce or alter any further
12 works and nothing further is to be progressed.

13 "CW to liaise with Carl and confirm.

14 "Carl Stokes will produce a report in the form of
15 the Fire Risk Assessment identifying any shortfalls
16 which will be submitted to CW on or near completion."

17 Then the actioner is CW.

18 Do you remember what specific aspect or aspects of
19 fire compartmentation Mr Stokes was advising on?

20 A. Yes, I do. In the walk-round in the communal areas
21 there are some service risers either side of the lift
22 shaft that were covered by a chipboard panel, and there
23 was -- I think Carl probably saw it before me, but there
24 was evidence of some firestopping required in there.

25 Q. Right.

91

1 Does this show us that you were seeking advice from
2 Mr Stokes?

3 A. It shows that I was understanding what his role is, and
4 what we were required to do to fulfil our obligations
5 for this contract.

6 Q. Did you discuss the exterior façade with Mr Stokes in
7 the context of fire compartmentation?

8 A. No, we didn't, no. This was focused on what he looks
9 for as a fire risk assessor. It was looking at the
10 condition of the lobbies, it was looking at the access
11 points from the lobbies, and the level of lighting and
12 signage, as to how he assembles his risk assessment.

13 Q. Can I ask you to go to {TMO10045055}. These are the
14 minutes of progress meeting number 22, which you
15 attended on 19 April 2016. We can see you were there.

16 If you look at page 2 {TMO10045055/2}, please, at
17 item 2.8, we can see the same note as before, followed
18 by an update. The update appears to be, at the last
19 paragraph, "NR" -- do you see that?

20 A. Yes.

21 Q. "NR requested that this be included in the [health and
22 safety] File (CDM) on Completion as formal recognition
23 of a fire risk shortfall and potential 'residual risk'
24 arising from the building in its previous form."

25 Then your initials, SB, are in the column to the

92

1 right of this note.

2 Can you help us, what was the residual risk which
3 had been identified there?

4 A. He must be referring to the areas of the building that
5 weren't part of our remit that required firestopping.

6 Q. Did you see the fire risk assessment as completed by
7 Carl Stokes dated 20 June 2016?

8 A. I would imagine that I did, yeah, but I can't recall
9 whether I did.

10 Q. Did you check whether it included the residual risk
11 referred to at this meeting?

12 A. I don't remember actioning that minute in the way that
13 that's asked.

14 Q. Right. Well, given that your initials are next to the
15 action point, was it not your responsibility to ensure
16 that the FRA was included in the health and safety file?

17 A. It's not asking for the FRA, it's asking for a note.

18 Q. Well, the "this" -- we can quibble about this, but in
19 the previous paragraph it says:

20 "Carl Stokes will produce a report in the form of
21 the Fire Risk Assessment identifying any shortfalls
22 which will be submitted to [Claire Williams] on or near
23 completion.

24 "NR [Neil Reed] requested that this be included in
25 the H&S File ..."

93

1 A. Okay, I beg your pardon, I've misread that.

2 With respect to a fire risk assessment, that is
3 absolutely the property of the client and that's for
4 them to pick up in the health and safety file, or in any
5 respect.

6 Q. Let me put the question then again: given that your
7 initials are next to the action point, was it not your
8 responsibility to ensure that the fire risk assessment
9 was included in the health and safety file?

10 A. I was given that responsibility, but our remit was to
11 provide information for the health and safety file. It
12 was for the person responsible for that file to collate
13 that.

14 Q. And who was that, to your understanding at the time?

15 A. Well, originally it was Artelia, and then -- they had
16 the function of CDMC, and then that responsibility
17 changed, I think October 2015, with the change of
18 legislation, and the client took on that responsibility.

19 Q. Did you ever have a discussion after this note or this
20 meeting, 19 April 2016, with the client that, although
21 it said that you were going to include the FRA in the
22 health and safety file, actually it should be them?

23 A. No, I didn't, no.

24 Q. Given that your initials are under the action note, why
25 is that?

94

1 A. I can't explain that. I didn't do it.

2 Q. Now, the FRA was not in the end included in the health
3 and safety file; can you explain why not?

4 A. No, I can't, no.

5 Q. Can I ask you to look at Mr Stokes' witness statement.

6 I'm just going to show you one part of it. It is
7 {CST00003063/42}, paragraph 120. He says there:

8 "When inspecting the Tower in April 2016, I spoke to
9 various people, including representatives from Rydon,
10 however I cannot now remember exactly who I spoke to on
11 this occasion. As I had noted the isolated test
12 cladding panel when visiting the Tower in 2014, and in
13 particular the timber battens that were being used at
14 that time, I asked about how the cladding had eventually
15 been fixed to the Tower. As can be seen from my
16 handwritten notes, following discussions with
17 representatives of Rydon, I recorded 'OK FR No Timber'
18 and 'Cladding external Non Combustible Metal Fixings
19 signed off by B/C'. I do not remember the precise
20 conversations I had, however my understanding on leaving
21 the Tower after my inspection was that the actual
22 cladding was compliant with the Buildings Regulations
23 and that the obvious presenting issue (the timber
24 battens) had been dealt with ..."

25 Do you recall having a conversation with Carl Stokes

95

1 in April 2016 about the cladding?

2 A. No, I don't.

3 Q. Can you account yourself for how it came about that
4 Mr Stokes recorded in his handwritten notes "OK FR No
5 Timber"?

6 A. No, I can't.

7 Q. Did you or anybody else at Rydon to your knowledge tell
8 Mr Stokes that the cladding was FR or fire resistant or
9 fire rated?

10 A. I've got no recall of doing that.

11 Q. Or that any other part of the building was FR?

12 A. Again, no, that's not ...

13 Q. Right.

14 I'm going to turn to a different topic now, which is
15 the appointment of Studio E.

16 The original intention, I think, had been to novate
17 SELLP, but because of Studio E's insolvency, it's right,
18 I think, isn't it, that you appointed Studio E
19 Architects Limited?

20 A. That's right.

21 Q. Did you yourself have anything to do with the novation
22 of Studio E to Rydon?

23 A. Not the novation, no.

24 Q. Right. Who did it? Who was it left to?

25 A. You mean the employ of Studio E by --

96

1 Q. Yes, who took charge of the novation process?
 2 A. The -- with all those -- that employ would be under --
 3 would be via a deed, so the contract would be prepared
 4 by our legal department.
 5 Q. Yes. Leaving aside the legal department, on the
 6 business side, who took charge of making sure that the
 7 novation of Studio E to Rydon progressed?
 8 A. That would be a ... the commercial department and
 9 usually the contracts manager.
 10 Q. Right.
 11 Do you remember -- well, let me show you a document.
 12 If you can go, please, to {RYD00064706}, we can see
 13 an email chain between Rydon and Studio E. You can see
 14 at the bottom of that page there is an email from
 15 Simon Lawrence to Bruce Sounes of 17 April 2014:
 16 "Bruce,
 17 "Please see attached a draft of the 'schedule of
 18 services' document that we are proposing to send to
 19 you."
 20 Then at the top of the page Bruce Sounes sends it
 21 back with mark-up on 30 April.
 22 You are not copied in on any of this. My question
 23 is: were you involved in this process of back and forth
 24 about the terms on which Rydon was retaining Studio E?
 25 A. No, not that -- no.

97

1 Q. Right.
 2 Did you see the terms in draft at this stage and
 3 Studio E's amendments to it --
 4 A. No.
 5 Q. -- or proposed amendments?
 6 Let's move forward in time -- well, let me ask you
 7 this: do you know yourself why the agreement itself
 8 wasn't signed in April 2014, but that in fact there was
 9 no formal agreement until February 2016, when the deed
 10 was signed? Do you know why that is?
 11 A. Well, in the first place we were employed under a letter
 12 of intent, if you like, or an agreed expenditure. So we
 13 weren't in a position to contract a deed that flows down
 14 the responsibilities from the contract. So until we
 15 were contracted, which was whenever it was, October --
 16 Q. 30 October 2014.
 17 A. Yeah, so then that would be the first opportunity to
 18 conclude an employ with Studio E, and I can't explain
 19 why there's any particular reason why there was a gap
 20 between the point in time when it eventually was signed.
 21 Q. Between April 2014 and February 2016, did you see any
 22 draft terms between Rydon and Studio E, draft contract
 23 terms?
 24 A. I don't believe so. I may have seen them at the end,
 25 because I concluded the chasing up of getting the

98

1 contract in place.
 2 Q. Does that tell us that, throughout 2014 and throughout
 3 2015, you yourself had no idea about the terms or even
 4 draft terms on which Studio E were acting as architects
 5 on this project?
 6 A. Only that I'm familiar with what the schedule of
 7 services document provides for.
 8 Q. That's the standard RIBA schedule of services, is it?
 9 A. No, that's the schedule of services that we provide as
 10 part of the contract that would be entered into.
 11 Q. But is it right that you never actually explored whether
 12 or not Studio E had any objections to any part of that
 13 or any changes to it?
 14 A. I didn't, no.
 15 Q. Right.
 16 {RYD00057355}, please. This is an email from
 17 Daniel Banks of Rydon to Zak Maynard, copied to you, of
 18 11 November 2015. Now, this is over a year, I think,
 19 after the signing of the design and build contract with
 20 the TMO. I just want to look at the first bullet point.
 21 I should show you that one of the attachments is the
 22 schedule of services letter, 17 April 2014. So this is
 23 11 November 2015, and it's attaching the schedule of
 24 services letter from April 2014, and then in the first
 25 bullet point it says:

99

1 "Studio E Architects: Instead of novating I will
 2 appoint on our own standard terms using the attached
 3 schedule of services and Fees. Can you confirm you are
 4 happy with these including the amendments? I also note
 5 that the fees are split into Studio E LLP and Studio E
 6 limited. Can you confirm in which name the Appointment
 7 should be in as I note the LLP has since gone into
 8 liquidation."
 9 Can you explain why this process of contracting was
 10 left for so long, between April 2014 and November 2015?
 11 A. I can't explain that, no.
 12 Q. Would that be normal within Rydon, to leave the
 13 contractual arrangements between Rydon and its novated
 14 architect, if it had any ever, or any other
 15 subcontractor for that matter, up in the air for so
 16 long?
 17 A. It's not -- it's not normal. It has happened before.
 18 And I can't explain why in this instance.
 19 Q. You had had contractual design responsibility to the TMO
 20 from 30 October 2014 under the formal signed and
 21 witnessed design and build contract, but no
 22 back-to-back, if you like, architect subcontract in
 23 place for that entire period. Wasn't that something of
 24 a risk?
 25 A. Potentially, so that's why it's best to employ everyone

100

1 straightaway.
 2 Q. You had no warranty of any past work from Studio E. So
 3 you were on the hook for everything that Studio E had
 4 done so far as TMO were concerned, but you had no
 5 come-back against Studio E. Again, was that not a real
 6 risk?
 7 A. It's the same thing, yes.
 8 Q. Can I look at the next document, {SEA00013741}. This is
 9 an email from 14 December 2015 which shows the near
 10 final text sent by Daniel Banks, who was a trainee
 11 solicitor at Rydon, to Bruce Sounes in respect of
 12 Grenfell Tower. Let's just look at the three bullet
 13 points there:
 14 "Dear Bruce.
 15 "Thank you for your email.
 16 "I am conscious we have outstanding appointments and
 17 warranties for the following jobs:
 18 •" Lea Bridge Road
 19 •" Froggnal Place
 20 •" Grenfell Towers."
 21 Now, Rydon's website tells us that those other
 22 projects -- Lea Bridge Road and Froggnal Place -- were
 23 worth respectively £6.1 million and £7 million. So
 24 those were pretty substantial projects, weren't they?
 25 A. Yeah, reasonable size, not ...

101

1 Q. Do you know when Studio E became Rydon's architect
 2 subconsultant on those projects?
 3 A. Not specifically, no.
 4 Q. Now, let's turn to {RYD00064847}. This is a letter from
 5 Rydon, a formal letter, to Bruce Sounes,
 6 20 January 2016:
 7 "Dear Bruce
 8 "Grenfell Tower, London."
 9 He encloses two documents: a deed of appointment in
 10 duplicate and a collateral warranty in favour of the
 11 employer in triplicate.
 12 Do you remember that?
 13 A. I don't remember that, no.
 14 Q. Right.
 15 Let's just turn to a document of the same date,
 16 {SEA00013878}, please. I just want to look with you at
 17 the middle email on that day.
 18 I'll give you the context: Daniel Banks tells you
 19 that he confirms that the documents have been issued to
 20 Studio E as per the letter attached, and we just saw
 21 that:
 22 "I will chase in a few days.
 23 "James, could you possibly chase your end too in a
 24 few days. Thanks."
 25 Then you go to Neil Crawford of Studio E on the same

102

1 day and you say:
 2 "Neil,
 3 "Hope all is good.
 4 "Could you push this through your end especially the
 5 collateral warranty."
 6 Then Neil Crawford actually also responds or sends
 7 this on to Bruce Sounes:
 8 "Bruce
 9 "Did you get this in the post ..."
 10 Given the initial draft agreement was in circulation
 11 in April 2014, and barely amended from that time until
 12 it was signed on 3 February 2016 -- that's the deed --
 13 is it fair to say that it reflected the parties'
 14 understanding as it had been back in April 2014?
 15 A. Yes, I mean, they continued to provide a service, so
 16 that's ... that's fine.
 17 Q. What was the rush to get it done, do you remember?
 18 A. That's me chasing up the collateral warranty. We were
 19 coming to the end of the contract, it's a requisite for
 20 PC, so therefore I'm pursuing it -- well, in the first
 21 instance, let's get the employ sorted out. The
 22 collateral warranty is, you know, a requirement for PC,
 23 and that's ... that's my pursuit there.
 24 Q. Would it have been normal at the time for Rydon to have
 25 waited towards the end of the contract before asking its

103

1 subcontractors to sign the formal contractual
 2 documentation?
 3 A. As I said before, it's not the norm. There can be a lag
 4 of time, depending on other commercial pressures. But
 5 the fact remains that the employment is required, so
 6 that's closing it out.
 7 Q. Did you at the time have any concerns that Studio E
 8 might not have understood what they were agreeing to
 9 when they signed the deed of appointment, which
 10 I haven't shown you, but I've referred to?
 11 A. No, I know that there was a debate between Studio E and
 12 our legal on some of the points of the schedule of
 13 services. These were technical points of legal matter
 14 that I would expect them to resolve, which they did.
 15 Q. Now, in his evidence -- and this is Mr Sounes,
 16 {Day7/107:4}. I don't need to show you that, it's just
 17 for our purposes. Mr Sounes told the Inquiry that
 18 Studio E's engagement in the deed was obtained under
 19 duress.
 20 Was it your impression at the time that Studio E was
 21 objecting in any way to assuming responsibility for past
 22 work?
 23 A. No. "Duress" is a very strong word. My energy was to
 24 get the thing concluded, so I probably gave them
 25 a very -- as soon as I started to chase it, I could see

104

1 no reason why it shouldn't be concluded, so therefore,
 2 "Get on with it, please".
 3 Q. Did Mr Sounes ever give you reason to think that he was
 4 not prepared to agree to take on responsibility for
 5 co-ordinating Building Regulation approval for and on
 6 behalf of the contractor?
 7 A. I do not recollect a conversation between Bruce and I on
 8 that subject.
 9 Q. In respect of the schedule of services generally,
 10 forming part of the deed of appointment in February
 11 2016, did Rydon place Studio E under pressure, financial
 12 or otherwise, to accept the finalised wording?
 13 A. We asked them to accept it, and if anybody, in terms of
 14 the exchange between two parties, have an objection to
 15 a condition that's been put upon them, then that -- it's
 16 perfectly standard practice for that party to present
 17 their argument and then bring it to a conclusion, which
 18 is my experience of employing consultants.
 19 Q. Did you ever tell Studio E that you weren't prepared to
 20 pay their outstanding invoices unless they agreed to
 21 sign the deed of appointment?
 22 A. No, I didn't.
 23 MR MILLETT: Mr Chairman, I've come to a new topic at 12.59.
 24 SIR MARTIN MOORE-BICK: It's very good timing in that case,
 25 and we will break there.

105

1 Mr Blake, we will have a break for lunch at this
 2 point. Please remember not to talk to anyone about your
 3 evidence or any other aspect of the refurbishment over
 4 the break, and we will resume at 2 o'clock, please.
 5 THE WITNESS: Thank you.
 6 SIR MARTIN MOORE-BICK: All right, thank you. If you would
 7 like to go with the usher.
 8 (Pause)
 9 Thank you, 2 o'clock, please.
 10 (1.00 pm)
 11 (The short adjournment)
 12 (2.00 pm)
 13 SIR MARTIN MOORE-BICK: All right, Mr Blake?
 14 THE WITNESS: Thank you.
 15 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 16 MR MILLETT: Mr Chairman.
 17 Mr Blake, I just want to go back to a topic we
 18 looked at before the lunch break, which was Carl Stokes,
 19 and there is a document that I should have shown you
 20 this morning but I want to show you now.
 21 Could you look, please, at {CST00001284}. This is
 22 an email at the bottom of the page that I think you
 23 won't have seen before, between Carl Stokes and the TMO,
 24 from April 2017. It's from Carl Stokes to Janice Wray,
 25 and Carl Stokes says to Janice Wray:

106

1 "Grenfell was clad but the cladding complied with
 2 the requirements of the Building Regulations, lots of
 3 questions asked of Rydons and answers received back from
 4 them."
 5 Did you receive questions from Mr Stokes, do you
 6 remember?
 7 A. About the cladding? No, I don't -- I don't remember
 8 that.
 9 Q. Well, Mr Stokes is saying that lots of questions were
 10 asked of Rydons in the context of the cladding complying
 11 with the Building Regulations. Do you remember
 12 receiving any questions from Mr Stokes about whether the
 13 cladding complied with the Building Regulations?
 14 A. No, I don't.
 15 Q. Do you remember providing any advice or answers to
 16 Mr Stokes about whether the cladding complied with the
 17 Building Regulations?
 18 A. No, I don't.
 19 Q. To your knowledge, did anyone from Rydon give Mr Stokes
 20 any assurances regarding the compliance of the cladding
 21 system with the Building Regulations?
 22 A. I don't know whether they did.
 23 Q. I would like now to turn to the topic of FR5000, which
 24 was one of the insulation products to be used on
 25 Grenfell Tower, and in the end was changed to RS5000,

107

1 but there was no product change.
 2 Can I ask you to look, please, at {SEA00000169/73}.
 3 This is the NBS specification, and specifically that
 4 part of it which specifies or specified FR5000 as
 5 insulation for use at Grenfell Tower.
 6 If we look at paragraph 776 in the section dealing
 7 with H92, rainscreen cladding, we can see there that the
 8 thermal insulation was stipulated as rigid PIR
 9 insulation board, manufacturer: Celotex.
 10 Do you see that?
 11 A. I can.
 12 Q. Yes.
 13 Did you read the specification, and specifically
 14 this part of it, at any point during your involvement
 15 with the Grenfell Tower project?
 16 A. I can't recall that.
 17 Q. Right. You can't recall that.
 18 You can see just a little bit lower down that the
 19 product reference there is "FR5000 aluminium foil faced
 20 both sides".
 21 When did you first become aware that FR5000 was the
 22 insulation product originally stipulated for use on the
 23 tower?
 24 A. After the -- after the fire.
 25 Q. I see.

108

1 Were you familiar during your involvement with the
 2 project with FR5000 as a product?
 3 A. No.
 4 Q. Does it follow from that that you had no views one way
 5 or the other about its combustibility?
 6 A. That's correct.
 7 Q. Did you ever discuss this product with anybody, or have
 8 anybody mention it to you or ask to discuss it with you?
 9 A. During the project?
 10 Q. During the project, yes.
 11 A. No, I didn't, no.
 12 Q. Can I ask you about Kingspan Kooltherm K15 insulation.
 13 Are you aware that although, as we can see here from
 14 this page, the NBS specification provided for the use of
 15 Celotex FR5000, a quantity of Kingspan Kooltherm K15 was
 16 also installed on the building as insulation? Did you
 17 know that at the time?
 18 A. I didn't know that -- well, I ... from the previous
 19 evidence is -- I'm aware of that, and I was made aware
 20 that there was an amount at the end of the project that
 21 was used on the building.
 22 Q. Well, you say previous evidence; are you referring to
 23 the evidence given to this Inquiry?
 24 A. Yes.
 25 Q. Oh, I see.

109

1 Let's just explore that a little bit. Can I ask you
 2 to be shown {RYD00094213/10}, please. Now, this is
 3 David Hughes' witness statement, and I would like to
 4 look at paragraph 55. He says:
 5 "In December 2015 or January 2016 I discussed with
 6 Ben Bailey and agreed the use of Kingspan, as Harleys
 7 had difficulty obtaining Celotex from their supplier.
 8 As far as I was concerned Kingspan and Celotex are
 9 similar products with similar insulation properties. As
 10 far as Ben and I were concerned it was a like for like
 11 swap of insulating material. I told Steve Blake and the
 12 Clerk of Works, Jon White, of this use of Kingspan
 13 insulation material."
 14 Do you remember having a conversation with Mr Hughes
 15 about swapping RS5000 for Kingspan Kooltherm K15?
 16 A. Prior to this being raised, I ... it wasn't part of my
 17 recall, but this is something that happened, so I agree
 18 with that.
 19 Q. You agree with it? Right.
 20 A. Yes.
 21 Q. Did David Hughes, do you remember, ask you whether it
 22 was acceptable to use the Kingspan product?
 23 A. I don't recall the exact exchange.
 24 Q. Do you recall whether he was simply -- I see, so you
 25 don't recall the exchange.

110

1 I mean, from your recollection -- you accept,
 2 I think, what Mr Hughes is saying here. Are you
 3 accepting what he is saying here, namely that he told
 4 you of the use, because he remembers it, or are you
 5 telling us that you have your own independent
 6 recollection of that discussion?
 7 A. His statement has prompted my recall, and I don't
 8 disagree with what he's put down here.
 9 Q. Right. So do you have a recollection of your own of
 10 discussing this matter with Mr Hughes?
 11 A. Yeah, but I don't know exactly what we discussed.
 12 Q. Right, okay.
 13 Can you remember this much: was he asking you for
 14 permission to use it or was he just telling you that it
 15 was being used?
 16 A. He would be informing me of --
 17 Q. Right.
 18 A. -- this, this event, and I would hope that he's telling
 19 me that it is an equivalent material. So that's ...
 20 that seems perfectly ... a correct note of what we spoke
 21 about.
 22 Q. So your recollection is that he told you it was
 23 an equivalent material? I just want to be clear about
 24 your recollection.
 25 A. Yes, I would -- yeah, I would say that's what I was

111

1 told.
 2 Q. Equivalent in what respect, do you remember?
 3 A. In all respects.
 4 Q. Do you know the basis on which Mr Hughes could have
 5 known how Kooltherm K15 could have been equivalent to
 6 the Celotex in all respects?
 7 A. I don't know that, no.
 8 Q. When this discussion occurred in December 2015 or
 9 January 2016, had the product already been ordered, do
 10 you remember?
 11 A. I don't recall.
 12 Q. Do you know whether it was on site?
 13 A. It may have been.
 14 Q. Now, Mr Hughes says that, as far as he was concerned --
 15 and I've just shown you this in his statement --
 16 Kingspan and Celotex are similar products with similar
 17 insulation materials and that it was a like-for-like
 18 swap.
 19 Did you have your own view about whether that
 20 product was indeed a like-for-like swap with Celotex, or
 21 did you just take it on trust from him?
 22 A. I took that as read.
 23 Q. Right.
 24 Did you know that this product, Kingspan K15 --
 25 well, let me ask you a prior question.

112

1 Did you understand, when he referred to Kingspan,
 2 that he was referring to Kingspan Kooltherm K15?
 3 A. No, it was the same material from a different
 4 manufacturer.
 5 Q. Did you know that Kingspan is a PUR, polyurethane, rigid
 6 foam, whereas Celotex RS5000, as it had become,
 7 a polyisocyanurate, PIR?
 8 A. No, I did not.
 9 Q. Right.
 10 Did you take any steps to satisfy yourself that
 11 Celotex and Kingspan were like-for-like materials?
 12 A. No, I didn't, and I should have done.
 13 Q. Yes, you say you should have done; what, in hindsight?
 14 A. Yes.
 15 Q. Did you or anyone else at Rydon talk directly to
 16 Kingspan about the suitability of Kingspan Kooltherm K15
 17 on this building?
 18 A. No.
 19 Q. So it would follow from that that you never sought any
 20 information or documentation as to the fire performance
 21 of this product on this building?
 22 A. No, I assumed without personally checking that it was
 23 a like-for-like product. It was the end of the install,
 24 when the mast climbers were coming down, so my recall,
 25 it was for an extremely limited amount. That doesn't

113

1 excuse not checking it out, but in the context of the
 2 whole, it was for infilling the gaps left on the
 3 building with the removal of the mast climber fixings.
 4 Q. Did you see where this Kingspan was being put on the
 5 building at the time?
 6 A. Exactly what I've just described is where I understood
 7 it to be used.
 8 Q. Do you remember seeing any gaps in any particular
 9 places, for example the east elevation?
 10 A. Only where the mast climber fixings were removed, so --
 11 and that's where I understood it was going to be used.
 12 Q. Right. I see. Okay.
 13 A. So as they were being taken off the building.
 14 Q. I'm assuming that you never asked to see the BBA
 15 certificate for Kingspan, for this product?
 16 A. I don't think I did, and I can't recall.
 17 Q. Let me just see if I can show you a document to see if
 18 it prompts a recollection. {KIN00014639}, please. This
 19 is the BBA certificate for Kingspan Insulation, first
 20 issued on 8 October 2015. Do you see that?
 21 A. Yes.
 22 Q. It says in the middle of the page:
 23 "Behaviour in relation to fire - the product is
 24 classified as Cs 1, d0 in accordance with
 25 BS EN 13501-1 ..."

114

1 Does this prompt a recollection that you saw this at
 2 the time, December 2015/January 2016.
 3 A. No.
 4 Q. No. Were you familiar with this document at all at the
 5 time, do you think?
 6 A. Not at the time, no.
 7 Q. Were you aware or did you consider that the substitution
 8 of RS5000 for Kooltherm K15 might have had an impact on
 9 whether the façade design as a whole complied with the
 10 Building Regulations?
 11 A. I would have worked on the basis that it was being
 12 suggested as an alternative on the basis that it was
 13 equivalent in every respect.
 14 Q. So that was an assumption that you would have made,
 15 which you didn't explore?
 16 A. That's right.
 17 Q. Did you consider checking back with the contract that
 18 you had with the TMO to satisfy yourself that, when this
 19 substitution was made, there was nothing that you should
 20 be doing to make sure it was safe?
 21 A. I would know that from previous experience. If there's
 22 a change that's suggested, it needs to be verified.
 23 Q. What steps were taken, to your knowledge, to verify?
 24 A. I've said that there weren't.
 25 Q. Can you account for that failure?

115

1 A. No.
 2 Q. Given that this product, K15, was not on the NBS spec
 3 and it was a substitute, it appears that no advice was
 4 taken from a fire safety expert such as Exova, or indeed
 5 any fire safety engineer, to verify it was safe. Can
 6 you explain why that was?
 7 A. Same reason as I've already said.
 8 Q. Do you accept that, before accepting the product as
 9 an equivalent substitute, you should have made those
 10 enquiries?
 11 A. What I should have done is present the choice to the
 12 architect. I've -- it's been given to us by the
 13 specialist contractor as an equivalent, and then
 14 I should have run a process via the architect just to
 15 double check. But I've accepted, on the basis that it's
 16 given to me by our specialist, who is employed with that
 17 obligation, that I would have passed it to the architect
 18 for them to check.
 19 Q. Now, we've already discussed some parts of the contract,
 20 and I think we've seen that the contract with the TMO
 21 provided that Rydon wouldn't substitute any materials
 22 specified in the employer's requirements without the
 23 prior written consent of the TMO. We saw that
 24 yesterday.
 25 Did you notify the TMO or seek the TMO's approval

116

1 for the use of Kingspan Kooltherm K15 on the building?
 2 A. No, I didn't.
 3 Q. Why is that?
 4 A. For the same reason.
 5 Q. Well, you should have done, but what is the reason why
 6 you didn't?
 7 A. I said I haven't done it, so --
 8 Q. I'm just trying to get to the bottom of why that was.
 9 A. There is no reason as to why I wouldn't do that, it's at
 10 the -- I can't give a reason why not, because that's
 11 what I should have done.
 12 Q. All right.
 13 Did Building Control ever receive any drawing or
 14 specification that provided written confirmation that
 15 Kingspan K15 was being proposed as insulation material
 16 on this project?
 17 A. No.
 18 Q. Is there any reason why that was the case?
 19 A. For the same reason.
 20 Q. Can I just look at your statement, {RYD00094225/14},
 21 please, and look at the second line at the top of the
 22 page. This is paragraph 9.1, and in the first full
 23 sentence there you say:
 24 "Building Control were provided with all that they
 25 requested as part of their process for satisfying

117

1 themselves that the work was compliant. Building
 2 Control certified that the building was compliant with
 3 Building Regulations."
 4 Now, in the light of your evidence there, given that
 5 Building Control weren't aware of the substitution of
 6 Kingspan Kooltherm K15, do you know how they would have
 7 known to request information in respect of it?
 8 A. They wouldn't have done.
 9 Q. Therefore, how could you rely on Building Control
 10 certification that the building was compliant with
 11 Building Regulations if you hadn't told them about the
 12 substitution of the insulation and they hadn't
 13 considered it?
 14 A. By going back to the first part, is that I understood
 15 from the specialist contractor that it was an equal or
 16 approved product, for -- the quantum of it is no excuse
 17 for not doing that, but for a very limited area at the
 18 completion of the project.
 19 Q. Just following up on that answer, you say "I understood
 20 from the specialist contractor that it was an equal or
 21 approved product"; by specialist contractor, do you mean
 22 Harley?
 23 A. Yes, I do, yeah, that's --
 24 Q. Did anyone from Harley tell you that Kingspan K15 was
 25 an equivalent or was an equal or approved product?

118

1 A. That's going back to Dave's statement.
 2 Q. I see.
 3 Coming back to my question again, though, how could
 4 you rely on Building Control's certification that the
 5 building was compliant with the Building Regulations in
 6 circumstances where you knew that Building Control had
 7 not been provided with information about the
 8 substitution of RS5000 with Kingspan Kooltherm K15?
 9 A. I relied on the basis that I believed that that product
 10 was compliant.
 11 Q. No, that doesn't quite answer my question. Looking at
 12 your statement, you say:
 13 "Building Control were provided with all that they
 14 requested as part of their process for satisfying
 15 themselves that the work was compliant."
 16 My question is: how could you rely on
 17 Building Control certifying and satisfying themselves
 18 that the work was compliant when you knew they hadn't
 19 had all the information, and particularly, as I say, the
 20 information that Kingspan Kooltherm K15 was going on the
 21 building?
 22 A. I would still rely on it in the same way. I believed
 23 that product to be compliant, so therefore it would be
 24 compliant.
 25 Q. You might think it was compliant, let's assume that --

119

1 A. Well, I was told it was.
 2 Q. -- but you would know that Building Control wouldn't
 3 have had all the information and, therefore, you
 4 couldn't rely on Building Control because you would know
 5 Building Control didn't have all the information. That
 6 must be right; no?
 7 A. Sorry, I don't see why I wouldn't think that.
 8 Q. Right.
 9 A different topic: cavity barriers at Chalcots and
 10 Ferrier Point.
 11 Do you remember there was a fire at Taplow House on
 12 the Chalcots Estate in January 2012?
 13 A. I do.
 14 Q. And you were the contract manager for that project,
 15 I think, weren't you, as you told us?
 16 A. I was.
 17 Q. Yes.
 18 What was your involvement in dealing with that
 19 incident? Just in headline terms.
 20 A. I was informed by the client that there had been a fire
 21 in the property, and they asked me to visit site, which
 22 I did. The -- we have an ongoing maintenance obligation
 23 after the refurbishment works, and part of that remit
 24 was to assist with the immediate clear-up and then,
 25 thereafter, the reinstatement of the area damaged by the

120

1 fire .
 2 Q. Right.
 3 Now, can we look at {HAR00010169}, please. This is
 4 Harley's incident report from that fire . We can see
 5 that it's dated 17 January 2012, and those present
 6 included you. From the introduction, we can see that it
 7 had started with a telephone call from Steve Blake,
 8 Rydon Construction, to Tim Lovell, contracts manager,
 9 and Ray Bailey, director, on 17 January 2012:
 10 "It was confirmed that a fire did indeed taken place
 11 to the inside of a flat 123 on the 17th floor to Taplow
 12 House."
 13 You can see in the second sentence that the new
 14 façade also consisted of additional firebreaks and
 15 Rockwool insulation.
 16 Do you remember alerting Harley to the fire?
 17 A. Yes.
 18 Q. Look at page 4 {HAR00010169/4}, please, of that
 19 document. I just want to look with you at the words in
 20 the middle of the page.
 21 Now, first of all, you can see there is a photograph
 22 with a gentleman pointing. Is that you?
 23 A. It is .
 24 Q. Right. Underneath it says:
 25 "It was evident that despite the fire and the amount

121

1 of flammable items in the flat such as paper etc the
 2 fire breaks were still intact and prevented the fire
 3 spreading between flats . The Harley designed fire break
 4 system is visible , now the surrounding fabric has melted
 5 under the extensive heat ."
 6 We can see you pointing . What are you pointing to?
 7 A. That's to the head of the window where the firebreak was
 8 located.
 9 Q. When you say firebreaks, do you mean cavity barriers?
 10 A. Erm ... yes, yeah.
 11 Q. You don't sound sure.
 12 A. I know there was a debate about the definition of the
 13 description. So that is -- yeah, it's ... I would put
 14 it as a firebreak, and it is a barrier across a cavity .
 15 Q. Right.
 16 A. So ... but either can be applied to this, what's been
 17 referred to.
 18 Q. What do you mean, either? What does firebreak mean in
 19 addition to cavity barriers?
 20 A. The arrangement of Camden is not -- it is dissimilar to
 21 Grenfell .
 22 Q. Just in terms of terminology, firebreak, what does it
 23 mean?
 24 A. It's a means of stopping fire from one compartment to
 25 another.

122

1 Q. Can we look at {CEP000003223}, please. This is
 2 an abseil survey for the same incident. Are you
 3 familiar with this document?
 4 A. I am.
 5 Q. Yes. Let's just look at the distribution list on the
 6 next page, please, page 2 {CEP000003223/2}, you can see
 7 that you're head of the distribution list there, as are
 8 Ray Bailey and Daniel Anketell-Jones from Harley, and
 9 others from Harley as well, like Mark Stapley.
 10 This is dated 23 January 2012, and if you look,
 11 please, at the distribution list in total, you can see
 12 you're the only Rydon representative on that list .
 13 Did you distribute it more widely within Rydon when
 14 you got it, do you think?
 15 A. I would have thought so, yes. I can't recall precisely,
 16 but I would think so, yes.
 17 Q. To whom within Rydon do you think, doing the best you
 18 can, you distributed it?
 19 A. It would have gone to the legal team. There would have
 20 been -- to put insurers on notice, and I would --
 21 I would have reported it to Jeff as a matter of course
 22 anyway, so ... and to the people on the -- who were
 23 administering the maintenance contract.
 24 Q. Did Rydon have a system in place to ensure that
 25 documents like this were circulated amongst people who

123

1 needed to see them?
 2 A. Yeah, it would go to whoever was -- needed to see it .
 3 Q. Did you have a system of ensuring that important lessons
 4 arising from events like Taplow House became the subject
 5 of an established practice within Rydon? Lessons
 6 learnt?
 7 A. Yeah, there was always opportunity for lessons learnt .
 8 Not necessarily, you know, a prescriptive formal system,
 9 but, yeah, the --
 10 Q. Okay, let's look at the document.
 11 If you go to the bottom of page 2 in the
 12 introduction, you can see at the end of the first
 13 paragraph on the page there, the damage is recorded as
 14 having been extensive. Do you see that?
 15 Then look at the third line of the second paragraph:
 16 "The severity of the fire completely destroyed the
 17 living room window. However, the fire was contained
 18 from spreading to over floors by the extensive fire
 19 breaks located at the head and cill of each window.
 20 Smoke damage caused further damage to the external
 21 cladding and cavity ."
 22 Does that accord with your recollection?
 23 A. This is Harley's report that they produced.
 24 Q. Yes. Does it accord with your recollection?
 25 A. I didn't do the report, so --

124

1 Q. No.
 2 A. -- I don't know what you're asking me.
 3 Q. Well, we saw from the Rydon document that you had been
 4 on site --
 5 A. Yes.
 6 Q. -- and had seen the damage, and specifically around the
 7 windows, because you confirmed that it was you pointing.
 8 My question is: does the Harley report, in the
 9 passages I've just read to you, correspond with your
 10 recollection?
 11 A. It does, but they're making a statement about
 12 containment. The fire went out because the Fire Brigade
 13 put it out.
 14 Q. Let's go to page 2 at the bottom, where it says the fire
 15 was contained from spreading over floors by the
 16 extensive fire breaks located at the head and sill of
 17 each window.
 18 Do you disagree with that conclusion?
 19 A. That's part of the process, but that's a statement
 20 they're making. They had been asked to provide
 21 a report, but I'm reading that and, you know, the fire
 22 was put out by the Fire Brigade.
 23 Q. Let's go to page 14 {CEP000003223/14} and look at the
 24 text at the top. You can see in the second line there
 25 the conclusion that Harley reaches is:

125

1 "... the fire barrier prevented the spread of fire
 2 into the internal space."
 3 This is in context in a particular location. That's
 4 the conclusion.
 5 If we can turn over to page 15 {CEP000003223/15}, we
 6 see the conclusion to the document, and let's look at
 7 the third paragraph:
 8 "It is however apparent that the design of the
 9 facade and fire-stops has unquestionably worked well, as
 10 despite the severe heat the extremes of the damage have
 11 been compartmentalised within the flat and a progressive
 12 tower block fire has not occurred. The actions of all
 13 involved from designers - building users - fixing teams
 14 and fire brigade may have saved lives and has led to the
 15 facade remaining physically intact. In many ways this
 16 has been a success for all concerned."
 17 Now, I know you didn't write the report, but to your
 18 way of understanding it when you read it, did
 19 firebreaks, fire barriers and firestops all mean the
 20 same thing or did they mean different things?
 21 A. In the context of this report, they're the same thing.
 22 Q. Is that cavity barriers?
 23 A. Yeah.
 24 Q. Thank you.
 25 Pausing there, would you agree that anyone reading

126

1 this document would consider that the use of cavity
 2 barriers round the windows had been a critical factor in
 3 stopping the fire spreading from the flat in which it
 4 started to the rest of the building?
 5 A. As part of it, yes, definitely.
 6 Q. Do you agree with the conclusion set out in that third
 7 paragraph there that I've read to you?
 8 A. Erm, yeah, there's no reason not to agree with that.
 9 Q. Would you also agree, therefore, that as a recipient of
 10 this report, and indeed as the sole representative who
 11 actually attended Taplow House after the fire, you had
 12 first-hand knowledge of the importance of cavity
 13 barriers to the prevention of fire spread in high-rise
 14 overclad buildings such as Taplow House by the time you
 15 began work on the Grenfell Tower project?
 16 A. Indeed, yes.
 17 Q. And, in particular, you had first-hand knowledge of the
 18 importance of cavity barriers around windows?
 19 A. Yes, I did, yeah.
 20 Q. Yes.
 21 Did the Taplow House fire cause you to consider
 22 whether insulation which was of limited combustibility
 23 should be used above 18 metres?
 24 A. No, it didn't.
 25 Q. Did the Taplow House fire cause you to consider whether

127

1 ACM panels, whether riveted or face-fixed, with a PE
 2 core were suitable for residential buildings above
 3 18 metres?
 4 A. No, it didn't.
 5 Q. Did you, having read this report, have reason to think
 6 that a great deal depended upon the proper and effective
 7 installation of cavity barriers round the windows as
 8 a means of saving lives in circumstances where ACM
 9 polyethylene panels were used?
 10 A. I knew that that was -- yeah, a part of the strategy,
 11 compartmentalising, for the arrangement, yes.
 12 Q. Would you accept that, given the importance of cavity
 13 barriers round the windows in order to prevent external
 14 fire spread, Rydon was contractually obliged -- is this
 15 your understanding at the time -- to provide cavity
 16 barriers round the windows at Grenfell Tower?
 17 A. That was the design development that had taken place on
 18 that contract.
 19 Q. I don't understand that answer, I'm afraid.
 20 A. Well, that was the design that was finalised and
 21 installed on that contract. So ...
 22 Q. Which contract?
 23 A. The Camden one.
 24 Q. I see. That's not an answer to my question, I'm afraid.
 25 I'm going to ask it once more.

128

1 Given the importance of cavity barriers round the
 2 windows in order to prevent external fire spread, was it
 3 your understanding at the time that when Rydon entered
 4 into its contract with the TMO, it was obliged to
 5 provide cavity barriers round the windows at Grenfell?
 6 A. I didn't necessarily know that. I knew that there was
 7 the requirement to provide protection at compartments,
 8 so that was my understanding.
 9 Q. Right.
 10 Prior to the start of the Grenfell Tower project and
 11 your involvement in it, how many incidents like the one
 12 at Taplow House had you experienced?
 13 A. What, a full-blown fire?
 14 Q. A full-blown fire affecting a rainscreen cladding.
 15 A. That's my only experience of that.
 16 Q. Yes.
 17 In the light of that sole experience at
 18 Taplow House, did you ever think to check the designs of
 19 the windows and ensure that proper cavity barriers were
 20 provided for in those designs, to ensure that if a fire
 21 did break out, the same degree of protection would be
 22 afforded at Grenfell as experience had shown you had
 23 been afforded at Taplow House?
 24 A. I'm not the designer of ... of anything, so at Grenfell
 25 that was the commission of Harleys, Studio E and to

129

1 Building Control.
 2 Q. Well, let me qualify the question.
 3 In the light of your sole experience at
 4 Taplow House, did you ever think to check with Studio E
 5 or Harley that proper cavity barriers were provided for
 6 in their designs so as to be sure that, if a fire did
 7 break out, the same degree of protection would be
 8 afforded at Grenfell as experience had shown you it had
 9 been afforded at Taplow House?
 10 A. I didn't do that with them, no.
 11 Q. Why not, given the experience that you had had at
 12 Taplow?
 13 A. Because I relied on Harleys, in particular, if -- the
 14 notation from their report here would show me that they
 15 see it as particularly important, so why would they not
 16 apply the same level to the work they're doing at
 17 Grenfell? I had no reason to think that the design that
 18 they -- that was evolved and developed through the
 19 exchanges through the design team would not be
 20 appropriate.
 21 Q. I understand that, Mr Blake, but I'm just asking you
 22 from your own experience why you thought it sufficient
 23 simply to rely on Harleys and let them get on with it in
 24 circumstances of your own personal experience and
 25 involvement at Taplow House?

130

1 A. Well, at the point in time when this design development
 2 was occurring, I wasn't the -- fulfilling the contracts
 3 manager's role on the project.
 4 Q. In very general terms, did you know that ACM would be
 5 gone rather quickly in a fire, if there was a fire on
 6 the exterior?
 7 A. I did not know that.
 8 Q. Slightly different topic now. Can I ask you to go,
 9 please, to {ART00006641}. This is a set of emails in
 10 March 2015, and I would like you to go to page 2
 11 {ART00006641/2} and look at the bottom of that page.
 12 This is an email from Matt Smith of Max Fordham to
 13 Claire Williams of the TMO on 17 March. You're not
 14 copied in on this. He says:
 15 "Afternoon Claire
 16 "We've been around the houses with this a bit
 17 already but there appears to be some confusion with
 18 JS Wright/Rydon so would you be able to explicitly
 19 state;
 20 "- Which flats the TMO requires to be Lifetime Homes
 21 compliant?
 22 "- Whether these flats are to be fully compliant -
 23 i.e. mid-level TRVs, consumer unit etc?
 24 "- Which flat(s) is disabled access and what
 25 requirements the TMO has for it - LST radiators etc?"

131

1 Now, if we move up then to the top of that page,
 2 Claire Williams tells Mr Smith on that day:
 3 "Matt
 4 "I think if Rydon do not know what is in the
 5 contract, then they should raise as an RFI - so there
 6 can be a formal response within a timeframe."
 7 My question is: were you aware that the TMO at this
 8 time thought that Rydon might not understand its
 9 contractual obligations?
 10 A. I would imagine that we're asking a question because
 11 it's not clear.
 12 Q. Do you accept it was your job to be aware of concerns
 13 such as this, if they existed?
 14 A. I see this as a simple request for information that
 15 would be dealt with by the project team.
 16 Q. Right. Let's move to page 1 {ART00006641/1}. We can
 17 see Neil Reed of Artelia's response to Matt Smith on
 18 19 March. He also sends it to Claire Williams. You're
 19 not copied in again, I should just draw that to your
 20 attention.
 21 In the second paragraph Mr Reed says:
 22 "Matt, I appreciate we have not spoken yet but look
 23 forward to working with you and introducing some
 24 improved discipline (by Rydon) to the resolution of
 25 queries, decisions, etc. You'd be very welcome to

132

1 attend the meeting so by copy to Nick I will ask him to
 2 invite you so we can meet and discuss project status
 3 quo.”
 4 I just want to ask you about the “improved
 5 disciplines (by Rydon)” that he refers to.
 6 Did Neil Reed or anybody else at Artelia, or indeed
 7 Claire Williams at the TMO, for that matter, tell you
 8 that Rydon needed to improve its discipline in any
 9 respect?
 10 A. When I took over the CM duties, part of that would have
 11 been some resolution of outstanding queries, and my
 12 recall being that it’s not clear from the information
 13 provided what was required, which is why the question’s
 14 been raised. Again, very straightforward, not unusual
 15 dialogue in a contract situation.
 16 Q. You say, “When I took over the CM duties”; that’s
 17 October 2015, is it?
 18 A. Well, I introduced myself to the project. Simon gave
 19 due notice, which I think was 12 weeks. So I knew that
 20 Simon was going, that would be end of August/September
 21 time --
 22 Q. Yes, but this is March, you see, that’s why I’m asking.
 23 A. Yeah.
 24 Q. So at this stage --
 25 A. You’re asking about --

133

1 Q. You hadn’t yet taken over as CM.
 2 A. No.
 3 Q. So at this stage, at this stage, when Simon Lawrence is
 4 still the contract manager --
 5 A. Yeah.
 6 Q. -- do you know why Artelia had the impression that the
 7 discipline by Rydon needed to be improved?
 8 A. I can’t say --
 9 Q. At least in respect of resolution of queries and
 10 decisions?
 11 A. -- on this -- no, I don’t know.
 12 Q. You don’t know.
 13 Whose responsibility at that stage -- March 2015 --
 14 was it to deal with the resolution of queries,
 15 decisions, et cetera?
 16 A. That would be Simon’s role, to raise that with the
 17 client team.
 18 Q. I see.
 19 Did anybody from Artelia or the TMO come to you and
 20 complain that Simon Lawrence wasn’t very disciplined in
 21 respect of his resolution of queries, decisions,
 22 et cetera?
 23 A. I can’t recall.
 24 Q. Right.
 25 Can we look at {ART00006629}, please. This moves

134

1 forward in the story by a month or so. This is an email
 2 by Neil Reed of Artelia to Claire Williams of
 3 9 April 2015. You’re not copied in on it, but I just
 4 want to ask you about one or two things in it.
 5 He says:
 6 “With my limited Involvement to date I hold a
 7 perception that:
 8 “1. The scope of the work that Rydon is doing is
 9 not as well understood as it could be - there is
 10 significant email traffic of what is considered to be in
 11 the contract.
 12 “2. The roles and responsibilities of all parties
 13 do not appear as clear to me as they could be -
 14 processes for resident liaison, CoW scope, Architectural
 15 compliance monitoring for example.
 16 “3. New risks and issues are arising that need
 17 managing, mitigating and for which financial provision
 18 is required in terms of build cost and consultant fee
 19 implications.”
 20 Then he proposes a meeting:
 21 “Meeting Objective: To review the contact documents
 22 and scope of works.
 23 “Desired Outcome: Clarity on what is and is not
 24 included in the contract and the implications arising.
 25 “This would include Chwee Chen Lim and I (sic) Simon

135

1 from Rydon, both are available should you agree.”
 2 Did anybody raise with you at this time -- early
 3 April 2015 -- the problem that Mr Reed identifies in
 4 paragraph 1?
 5 A. No, I don’t think so.
 6 Q. What about issue 2 that he identifies, does anyone raise
 7 with you the problem that Mr Reed identifies there?
 8 A. No, I don’t recall that.
 9 Q. Now, I think in your statement you say you received
 10 reports from managers on all matters of progress,
 11 including safety and whether the project was on time and
 12 to budget.
 13 Looking at item 3 in Mr Reed’s email, is it fair to
 14 say that that kind of issue fell squarely within the
 15 scope of what should have been brought to your attention
 16 through the process you’ve described?
 17 A. Yeah, if there’s items that are outside the scope of the
 18 contract or --
 19 Q. Can you explain how come you weren’t aware at this time
 20 of the matters of complaint that are the subject of
 21 paragraphs 1 and 2 of Mr Reed’s email?
 22 A. I don’t see them as complaint. I see them as
 23 an employer’s agent who himself is new to the job --
 24 I don’t see any issue about the scope of the work.
 25 I think it’s good that there’s a traffic of email

136

1 clarifying exactly what is required. I don't see
 2 a problem with that at all.
 3 "The roles and responsibilities of all parties do
 4 not appear as clear to me as they could be", that is
 5 a reference to the job as a whole, that Artelia are the
 6 project manager on behalf of the client for, so that
 7 seems to be they're criticising themselves.
 8 New risks and issues, you can only deal with them as
 9 and when they arise. And --
 10 Q. Wait a minute.
 11 A. So that's -- I don't see that's an issue either.
 12 Q. All right. That's your answer on the substance.
 13 My question was whether anybody raised these matters
 14 with you at the time, never mind about whether they're
 15 complaints or not complaints. Did anybody raise with
 16 you the matters identified in paragraphs 1, 2 and 3 at
 17 the time?
 18 A. I don't think they did, and I don't see a reason for.
 19 Q. Well, can we look at {ART00006657}. This is an email,
 20 sent after a meeting which appears to have taken place
 21 on 17 April 2015, from Nick Valente of Artelia to
 22 Simon Lawrence, Claire Williams and Neil Reed, and it
 23 contains the same text as we saw before at the top:
 24 "Meeting Objective: To review the contact documents
 25 and scope of works.

137

1 "Desired Outcome: Clarity on what is and is not
 2 included in the contract and the implications arising."
 3 That was the meeting that was held, and it looks as
 4 if this email is one that follows the meeting.
 5 Were you aware at the time that matters had got to
 6 the stage where it was necessary to hold a meeting with
 7 Simon Lawrence with the express aim that there would be
 8 clarity on what is and is not included in the contract?
 9 A. Simon may have raised this with me, and that's exactly
 10 what I would expect from the contracts manager to be
 11 doing.
 12 Q. Had anyone expressed to you that there was no clarity on
 13 what is and is not included in the contract?
 14 A. If Simon had raised that to me, that that's what was
 15 occupying a great deal of his time doing, again, I would
 16 see that as a perfectly reasonable situation and him
 17 being part of the process to clarify exactly that.
 18 Q. Well, forgive me, Mr Blake, but wasn't it Rydon's job,
 19 as design and build contractor who had responsibility
 20 for managing the process, among other things, of the
 21 performance of its subcontractors, to make sure that
 22 everyone who was involved in the project had clarity
 23 about their respective roles?
 24 A. We have our role as principal contractor to be part of
 25 the team, and the employer's agent role is -- that's

138

1 Artelia's responsibility. So there's an ebb and a flow
 2 of information in that respect.
 3 Q. So are you saying that this was a concern for Artelia
 4 but not a concern for Rydon?
 5 A. This is demonstrating to me that the contract team is
 6 doing their job, asking the questions, clarifying, and
 7 understanding the contract. Because on these items
 8 here, there is a -- there's an element of change that's
 9 been accommodated that is part of the TMO's choices.
 10 Q. Did it not come as a surprise to you to discover from
 11 Mr Lawrence that anyone from Rydon should need to be
 12 invited to a meeting such as this with your client
 13 concerning what is and is not included in the contract
 14 over a year after Rydon had been appointed?
 15 A. No, I think that's a perfectly reasonable circumstance.
 16 Q. Really?
 17 Do you know what led Mr Reed to take the step that
 18 he did and to organise this meeting?
 19 A. For the reasons that he's identified in his previous
 20 email.
 21 Q. Can we go to {ART00006681/3}, please. This is an email
 22 that Mr Reed sent Mr Lawrence on 10 July 2015, copied to
 23 the TMO. It says:
 24 "Simon,
 25 "I understand that we have moved no further forward

139

1 on the below since your/your team's meeting with
 2 Chweecheen.
 3 "I would like to request a meeting with you, your
 4 team and your Director next Friday morning 17th July to
 5 discuss how Rydon is planning to deal with the
 6 commercial service required - including the response
 7 awaited Re my email of 22nd May. We remain disappointed
 8 not to have received a response from Rydon and have
 9 little option other than to escalate the issue.
 10 "Please confirm that this is possible and who will
 11 attend.
 12 •" Meeting Objective: to discuss the commercial
 13 status quo, lack of responsive/proactive commercial
 14 service from Rydon and how we can remedy the issues.
 15 •" Desired Outcome: strategy agreed for resolving
 16 the issue with oversight from a Rydon director."
 17 Now, the director, first of all, must have been you,
 18 Mr Blake, I imagine; yes?
 19 A. Yes.
 20 Q. Were you ever told of Mr Reed's request for this
 21 meeting?
 22 A. I can't recall, but I'm -- I would hope I would have
 23 done.
 24 Q. All right.
 25 In the light of Mr Reed's desired outcome, including

140

1 the perceived need for oversight from you, do you accept
2 that by this stage, Mr Reed had come to the view that
3 the staff or the team presently working on the Grenfell
4 project were not performing adequately?

5 A. I would say what specifically they're not performing
6 against, if it's requests for financial information in
7 respect of changes, then if ... if the team is occupied
8 doing other things, then that commercial -- or that
9 advice may take longer than Neil would expect.

10 That's -- we have a finite resource, and that's how it
11 would be allocated.

12 Q. I mean, it's clear from this email that Mr Reed was not
13 satisfied with Rydon's performance. Specifically, he
14 thought there was a lack of responsiveness and proactive
15 commercial service.

16 Was the fact that he had those opinions of Rydon's
17 performance at this stage brought to your attention?

18 A. I can't recall if that was sent to me or not.

19 Q. Well, we can't see you copied in. It's sent to
20 Simon Lawrence.

21 Let me ask the question one more time: did
22 Simon Lawrence raise with you the fact that Mr Reed had
23 formed a view of Rydon's performance in that it was not
24 sufficiently responsive or proactive in the way that
25 Mr Reed has set out there?

141

1 A. I can't recall, but I expect that I would have been.

2 Q. What did you do about it?

3 A. Well, it seems that I'm being invited to a meeting, but
4 I don't know whether that happened or not.

5 Q. Do you remember going to a meeting with Mr Reed and
6 discussing the matters which were on his mind?

7 A. I don't recall.

8 Q. Looking at this email at least, do you accept that
9 Artelia, at least by this time, considered that there
10 was a serious issue regarding Rydon's responsiveness on
11 the project that required to be dealt with by someone at
12 your seniority?

13 A. That certainly says that, yes, so ...

14 Q. Now, if we move up the email chain, we can see
15 Zak Maynard's response. He's copied in on this email,
16 but he is the one who is sent in to respond, so to
17 speak, and he responds on 13 July, back to Neil Reed and
18 Simon Lawrence, and this one is copied to you, as you
19 can see, you're the last copyee on it, so you can see
20 it.

21 When you got this email from Zak Maynard, did you
22 look at what it was he was responding to?

23 A. I may have done, I haven't got a recall of this.

24 Q. So by 13 July, and the time when Zak Maynard came to
25 respond, you must have realised that Neil Reed wasn't

142

1 happy with Rydon's service and that he wanted a meeting
2 with you.

3 A. When I received this, yeah.

4 Q. Yes.

5 You can see that Zak Maynard's response includes the
6 statement at the end of the second line there that "it
7 doesn't appear that a meeting is necessary as there is
8 very little information outstanding". Was that your
9 view?

10 A. I can't recall this, so I can't confirm that.

11 Q. Did you discuss Mr Maynard's response to Mr Reed before
12 he sent it, do you remember?

13 A. I don't, no.

14 Q. Would it be usual for you to do so, given that you
15 essentially had been identified as the person to go to
16 a meeting?

17 A. I'm relying here on Zak's response. He's -- he holds
18 a senior position, and it seems that he's responded in
19 detail to the items raised. I would be always willing
20 and available to meet any of the project team, so that's
21 a given in my role.

22 Q. Can I ask you to go to {ART00006206}, please. This is
23 an email I think we looked at before from Simon Cash to
24 Neil Reed on 1 October 2015. This is the one about your
25 relationship with Peter Maddison going back a long way.

143

1 Do you remember we looked at that yesterday afternoon,
2 Mr Blake?

3 Can I ask you this time to look at the end of the
4 fourth line down, where it says:

5 "Peter fully appreciates what we are doing and is
6 very supportive of our approach. What we did agree was
7 that he and I would meet with Steve next week to have an
8 offline chat to review the overall situation and try and
9 explain that no one is threatening Rydon's or trying to
10 be aggressive, but rather we are trying to guide them as
11 to what they need to do to sort themselves out.
12 Hopefully, this might make Steve open up a little more
13 that when he is in meetings where he feels under threat
14 and is therefore less forthcoming.

15 "Peter re-iterated that the key for him is still
16 budget, then quality and finally time. There is a huge
17 political agenda sitting over him and what he needs us
18 to do is ensure that he does not get strung up as a
19 result of reporting things that turn out not to be
20 true."

21 I just want to focus on the end of the first
22 paragraph there.

23 Do you remember whether that meeting took place?

24 A. I ... I do know that we had a meeting, so that date is
25 December 2015 -- sorry, October 2015?

144

1 Q. Yes, I'm sorry, it is, it's October 2015, yes. It's
2 American dating, but it is October 2015.
3 A. I remember at the end of the contract we -- part of the
4 conclusion of any contract is to put a final account
5 proposal to the client. We also have to put in the
6 notices to regularise the contract with respect to the
7 time finish, and we need to get paid against our
8 application.

9 So at that point in time, which was October 2015,
10 which is running up to the conclusion of the contract,
11 we had -- we hadn't had -- I think there's one extension
12 of time granted, but there was a huge -- quite
13 a significant disparity in terms of that award and the
14 projected end of the contract, so that gave us
15 a liability. We had a final account that wasn't agreed,
16 and that was putting pressure on the cash flow of the
17 project. So -- and the response from Artelia was that,
18 "You're not entitled to any of this", so that was
19 putting us into a, for want of -- you know, it was a --
20 you know, a stressed position.

21 Q. Can we look at pages 2 {ART00006206/2} and 3
22 {ART00006206/3} of this email string, and I would like
23 to have pages 2 and 3 put up next to each other.

24 This is the email to which the one I've just been
25 showing you is a response, and it's dated

145

1 27 September 2015, from Neil Reed to Simon Cash. So
2 it's internal at Artelia. Its subject is "sit rep
3 following visit Thursday 24th September 2015", and
4 I just want to focus on two paragraphs in it.

5 First of all, paragraph 2, please, where it says:
6 "Since the meeting the CoWs report that further and
7 ongoing delays (cladding) mean there is little
8 confidence in completion being achieved in January 2016.
9 I believe February is looking more tenable based on the
10 delays in September but this may worsen should
11 significant progress not be achieved in the coming
12 2 weeks. The CoW continue to flag quality control
13 related problems which I am concerned Rydon is not
14 closing expediently and SB and SL simply need to do
15 better to work with the CoW and resolve the quality
16 issues being raised."

17 Then just looking at page 3 and paragraph 5, please,
18 it refers to a handover/completion kick-off meeting on
19 24 September. It goes on in the second line:

20 "This was a little frustrating as much of what had
21 been discussed, agreed and minuted at the progress
22 meeting was revisited and clarified. A completion
23 strategy was discussed briefly and a further meeting
24 will be organised with stakeholders on or around 8th
25 October. This is to allow 2-3 meetings to take place

146

1 prior to Completion (anticipated to be achieved no
2 earlier than January). It will serve as a forum in
3 which to define success, agree the deliverables, track
4 and manage actions proactively and ensure that Rydon
5 provide the things it is obliged to provide under the
6 contract. Rydon will be adopting what they describe as
7 a Trade Approach to producing the information and will
8 issue a tracker document ahead of the meeting to
9 identify all the things it plans to provide. Artelia
10 will issue an agenda and chair the meeting."

11 Just looking at those two paragraphs out of a number
12 in that letter, were you aware at this time -- late
13 September 2015 -- that Artelia thought that Rydon had to
14 sort itself out in respect of quality, programme, costs
15 and other matters I've just shown you?

16 A. Yeah, I'm aware of all those issues, yeah.

17 Q. Did you agree that management of Rydon on this project
18 needed to "sort itself out", using those words in the
19 email, at that time?

20 A. I don't agree with the statement "sort itself out". The
21 employer's agent need to understand the reasons why
22 things are, that they're describing, as they are.

23 Q. Yes, I'm just --

24 A. Yeah.

25 Q. I'm so sorry, do you want to continue your answer?

147

1 SIR MARTIN MOORE-BICK: Had you finished your answer?

2 MR MILLETT: Had you finished?

3 A. Well, the question was: was I aware of this? The answer
4 is yes. My response to it is that there's a lot of
5 explanation as to why things were as they are -- as they
6 were. So -- and I made mention of that in my previous
7 answer of the positions that we needed to achieve, which
8 would be the time, money, and also the -- everything
9 that's needed to achieve PC at handover.

10 So there's nothing in there that I disagree with.

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

12 MR MILLETT: Now, I want to move the story on a bit if
13 I may --

14 SIR MARTIN MOORE-BICK: Are we going to another topic?

15 MR MILLETT: Not really, no.

16 SIR MARTIN MOORE-BICK: No, all right. I was just thinking
17 that we are getting to that time when we might have
18 a break.

19 MR MILLETT: Well, yes. We could take a break now. I'm
20 perfectly happy to.

21 SIR MARTIN MOORE-BICK: It might be a good time.

22 MR MILLETT: It's as good as any, Mr Chairman, probably.

23 SIR MARTIN MOORE-BICK: Mr Blake, we will have a short break
24 now. I think ten minutes or so should be enough. Usual
25 rules: no talking about your evidence, please, and we

148

1 will come back at 3.20.
 2 THE WITNESS: Okay.
 3 (Pause)
 4 SIR MARTIN MOORE-BICK: 3.20, please.
 5 (3.10 pm)
 6 (A short break)
 7 (3.20 pm)
 8 SIR MARTIN MOORE-BICK: Right, ready to carry on, Mr Blake?
 9 THE WITNESS: I am, thank you.
 10 SIR MARTIN MOORE-BICK: Thank you. Yes, Mr Millett.
 11 MR MILLETT: Mr Chairman.
 12 Mr Blake, can I ask you to go to {RYD00044349/2},
 13 please, and look in the middle of the page. This is
 14 an email from Simon Lawrence, dated 22 June 2015, to
 15 James Clifton, Zak Maynard, attaching invoices for
 16 Andy Hannibuss and his supervisory works at the tower.
 17 Now, if you look at the top of page 2 with me,
 18 Mr Blake, you can see that Mr Maynard passes this to you
 19 directly to say that Mr Hannibuss' rate had been reduced
 20 but he was still on site. Do you see that?
 21 A. Yes.
 22 Q. That's the context.
 23 I would like to turn to page 1 {RYD00044349/1} and
 24 look at the middle. You emailed Mr Lawrence there to
 25 say:

149

1 "The gift of timing.
 2 "This is burning a hole in our pockets.
 3 "Can we reduce this to once a month?
 4 "Catch up."
 5 What did you mean by, "This is burning a hole in our
 6 pockets"?
 7 A. This is a guy that we employed to help with the M&E
 8 install. There was presumably an allowance made in the
 9 budget that we were overspending against.
 10 Q. In what regard did Mr Lawrence need to catch up?
 11 A. Well, I've asked him a question:
 12 "Can we reduce this to once a month?
 13 "Catch up."
 14 Q. What do you mean by, "Catch up"?
 15 A. Talk about it.
 16 Q. Right. Oh, I see. You're not telling him to catch up
 17 with the project; you're telling him that you want to
 18 meet him and discuss it?
 19 A. Yes.
 20 Q. I see.
 21 Let's look at the top of the page for Mr Lawrence's
 22 response, and I want to focus on the first paragraph.
 23 He says:
 24 "Not that I disagree with the fact Stuart is costing
 25 us money so probably over budget. However [it]

150

1 disappoints me that Zak has sent this to you without
 2 talking to me. If I had actually seen any budget for
 3 Grenfell in the last 8 months at least, then we may have
 4 been able to manage this differently."
 5 Did it surprise you to learn that Mr Lawrence had
 6 not seen any budget for Grenfell in the previous
 7 eight months at least?
 8 A. Yeah, the budget is available at any time for
 9 a contracts manager, if they wish to look at it. It's
 10 on the system and he's -- it's available for him to see
 11 and use.
 12 Q. Did it surprise you to learn that Mr Lawrence had not
 13 seen any budget for Grenfell in the previous
 14 eight months?
 15 A. Yeah, but again, as I say, it's available if he wanted
 16 to see it; he's just got to ask for it.
 17 Q. Did you go back to Mr Lawrence and say, "Why have you
 18 not seen a budget for this project for eight months at
 19 least? It's on the system. Explain yourself?"
 20 A. No, I didn't.
 21 Q. Why is that?
 22 A. Because I didn't see a need to.
 23 Q. You didn't see a need to take him up on the fact that
 24 your contracts manager had not seen a budget for this
 25 project for eight months? Why is that?

151

1 A. I didn't take that up with him.
 2 Q. I know. I'm just seeking to really understand why you
 3 let that go.
 4 A. Because it's available for him, so he doesn't need to be
 5 shown it, he can find out for himself.
 6 Q. We go on in the email. He says:
 7 "At the moment we have a poorly performing site
 8 which is mainly (but not totally) caused by poor
 9 surveying and cheap incompetent sub contractors."
 10 Did you agree with Mr Lawrence's evaluation of
 11 Rydon's subcontractors as cheap and incompetent,
 12 Mr Blake?
 13 A. No, I mean, in that I see this as a point in time
 14 against a frustrated man doing his job in ... with a lot
 15 of activities going on at the same time, and, yeah, he's
 16 obviously frustrated, so he's venting that with me.
 17 Q. Does that tell us that you didn't agree with him that
 18 the subcontractors were cheap and incompetent? You
 19 thought they were expensive and competent, did you?
 20 A. That -- that's his view at a point in time. I didn't
 21 have a -- I didn't have a view about that.
 22 Q. You didn't have a view about whether the subcontractors,
 23 in the opinion of your contract manager, were or weren't
 24 cheap and incompetent?
 25 A. I didn't at that time, no. I wasn't on site --

152

1 Q. Did it not --
 2 A. I know that, you know, due process is run through in
 3 order to appoint those subcontractors, which the
 4 contracts manager is part of that process. If there is
 5 issues of performance, then part of the contracts
 6 manager's role is to, you know, bring them to account
 7 and to -- so that they fulfil their obligations, as
 8 they're employed. If they can't manage to do that, then
 9 they would be removed from the contract.
 10 Q. When you received this email, did you take any steps to
 11 ensure that quality was being maintained on this
 12 project?
 13 A. I can't recall what I would have done specifically.
 14 Q. Did you supervise on an ongoing basis thereafter whether
 15 quality was being delivered on this project?
 16 A. Did I do what, sorry?
 17 Q. Did you supervise on an ongoing basis whether the
 18 process of overseeing the quality delivered by
 19 subcontractors was being properly delivered?
 20 A. I didn't supervise on a regular basis, no.
 21 Q. Here is your contract manager alerting you to the fact
 22 that he thought that the subcontractors were cheap and
 23 incompetent. As a result of being told that, did you do
 24 anything to look for yourself to see whether there was
 25 anything in what Mr Lawrence was saying to you?

153

1 A. I can't recall exactly what I did. So I can't ...
 2 I can't make a statement.
 3 Q. In the second paragraph, penultimate line, he says:
 4 "We still have no competent manager to deal with M&E
 5 issues."
 6 Did you agree that Rydon had no competent manager
 7 dealing with M&E issues at this time?
 8 A. No, because that's what the employ of Stuart Hannibuss
 9 was there for.
 10 Q. So not your problem? Is that what you're telling us?
 11 A. It's all my problem.
 12 Q. Yes.
 13 So given that you're told by your contracts manager
 14 that you have got no competent manager to deal with the
 15 M&E issues, my first question is: do you agree?
 16 A. I don't know, I didn't -- I don't know.
 17 Q. Did it not concern you?
 18 A. Of course it concerns me.
 19 Q. Well --
 20 A. It's a very negative email of a state of affairs from
 21 a contracts manager.
 22 Q. Given his concern, what steps did you take to ensure
 23 that M&E issues were properly managed by Rydon?
 24 A. Yeah, and I can't recall what I did about it.
 25 Q. No.

154

1 Can I ask you to look at a document, {TMO00859230}.
 2 This is 1 October 2015, and it's an email from Neil Reed
 3 to Claire Williams, responding to her email of
 4 1 October 2015, that's the context. He refers to
 5 a meeting, "last week's meeting". You can see there's
 6 a list of five points, and in point 4 he says:
 7 "Agree but little else we can do other than monitor
 8 situation at present. Last week's meetings were hard
 9 work with Steve Blake (progress and the follow up on
 10 Thursday) as his general approach seems to be to kick
 11 things back without taking ownership of things that
 12 clearly sit with Rydon."
 13 Would you agree that that was a fair observation or
 14 description of your attitude at this time, Mr Blake?
 15 A. I don't know what point 4 is referring to.
 16 Q. Well, if you want we can look at the email to which it's
 17 a response. Page 2 {TMO00859230/2}, item 4, please,
 18 email Claire Williams to Neil Reed, 1 October:
 19 "Rydon resources: I am still not convinced that
 20 Rydon have enough resource to manage the scheme to the
 21 end. Steve Blake's day or two a week does not give the
 22 existing site management team a lead. Morale is
 23 dropping I believe, so I would like to push this point
 24 with Rydon too - at the site meeting as well as
 25 generally."

155

1 So that's point 4, that's the context, and I'll ask
 2 the question again.
 3 The question was: would you agree that the
 4 observation made at paragraph 4 by Mr Reed about your
 5 attitude was a fair one?
 6 A. No, I don't, no.
 7 Q. Are you surprised to read that Artelia perceived you at
 8 the time as not taking ownership of things that clearly
 9 sit with Rydon?
 10 A. I would be disappointed. That's not my -- that's not my
 11 style.
 12 Q. Do you say that Mr Reed's view of you was unjustified?
 13 A. To make that comment, yes, I would, yes.
 14 Q. All right.
 15 I just want to ask you a question or two about
 16 handover from Mr Lawrence to you as contract manager.
 17 {ART00006706}, please. This is an email from
 18 Jon White, a clerk of works working for John Rowan and
 19 Partners. It is 5 October 2015, Mr Blake, just so
 20 you're clear about the dating, and in the second line
 21 Mr White tells Ms Williams:
 22 "Just sent my report, not good reading I'm afraid,
 23 Simon from Rydon's needs to start handing over all the
 24 duties to his replacement [asap], and Rydon's needs to
 25 get the cladding contractor to up their labour

156

1 immediately."
 2 I know you weren't copied in on this obviously at
 3 the time. My question is: when Mr Lawrence left Rydon
 4 in October 2015, was there a handover of his
 5 responsibilities to you as the incoming contract
 6 manager?
 7 A. Yes, there was, yeah.
 8 Q. Was there a handover pack of documents for you to read?
 9 A. No.
 10 Q. What did the handover entail, if you can tell us
 11 briefly?
 12 A. I would obviously spend an amount of time with Simon
 13 discussing the job. We discussed it to -- during the
 14 process of our normal exchange, as director/contracts
 15 manager, and then I would make myself familiar with the
 16 information to administer the contract. By way of
 17 example, I would start with the site meeting minutes,
 18 which identifies actions for Rydon to do.
 19 Q. Does that tell us that you didn't start by looking at
 20 all the individual contracts?
 21 A. No, I wouldn't do that.
 22 Q. So a contracts manager coming into the job wouldn't look
 23 at the contracts; is that normal?
 24 A. The job is in progress, so I would only refer to them if
 25 there was a need for me to do that.

157

1 Q. Right. Going to another document, this is
 2 {ART00006662/2}, please, this is an email from
 3 Tony Batty, he's of Silcock Dawson, and this is an email
 4 from him to Claire Williams and others on
 5 6 November 2015. Can I just show you that.
 6 Mr Batty says that the properties -- these are voids
 7 for inspection, and he identifies them: 145, 136 and 124
 8 there. He says, in summary, that the properties had not
 9 been made ready for inspection.
 10 Underneath where it says "Chris Holt, Site
 11 Manager" -- and I think what's happened here is this is
 12 a response to an earlier email -- under that it says:
 13 "Clearly we cannot continue like this, when we
 14 inspect the occupied flats and something needs to be
 15 done. Rydons should be inspecting and signing off the
 16 flats BEFORE the COWs."
 17 Let's turn over to page 1 {ART00006662/1} for
 18 Mr Reed's response. He comes back to Tony Batty on
 19 6 November 2015 on this subject, "Thanks for this".
 20 Then in the third paragraph he says:
 21 "Claire - either way this is a shoddy management by
 22 Rydon of our team's time/effort and I would urge you to
 23 elevate this to Peter for his discussions with Steve.
 24 "This demonstrates again that Rydon must do better.
 25 I hold a perception, from their inaction here, that they

158

1 are apathetic to our efforts to help and need to be far
 2 more proactive in getting work complete and right first
 3 time.
 4 "Do we need a high level meeting to discuss the new
 5 elephant in the room?"
 6 I don't think I need to ask you about that.
 7 My question is: were the concerns that Mr Reed is
 8 reflecting in this email here about shoddy management of
 9 Rydon and apathy ever raised with you at this time,
 10 early November 2015? This is a time when you had just
 11 come in as contracts manager?
 12 A. It doesn't appear that I've seen this email.
 13 My introduction to the contract would be to focus on
 14 the critical path parts of the contract, and that didn't
 15 include this element of work. So my focus was to apply
 16 all my energy into the first part of that, of getting
 17 items of work in place and finalised in order to produce
 18 the best finishing point for the programme, and this,
 19 this work, is not part of that critical path.
 20 So I've arranged the management thus, and I could
 21 have explained that to the client, but I didn't, and we
 22 certainly weren't apathetic to any efforts for help, and
 23 that is -- that was my recall of my introduction into
 24 the programme, and if my attitude towards that
 25 criticism -- they may have seen that I was focusing on

159

1 other things.
 2 Q. Mr Blake, I'm sorry to cut you off, you may have
 3 misunderstood my question. My question was a very short
 4 one: did anybody raise the concerns I've shown you in
 5 this email with you at the time?
 6 A. No, but there was, you know, they were --
 7 Q. Right.
 8 A. When I came into the contract, there was an awful lot of
 9 change. There was many obstacles to progress that was
 10 going on simultaneously. We had client change, we had
 11 access to flats, we had two contractor insolvencies. So
 12 there was an awful lot of simultaneous events. So in
 13 terms of my prioritising, the voids work, if it suffered
 14 as a consequence, would be the reason why it did.
 15 Q. Can I ask you to look -- I'm just going to do one more
 16 document on this, I think -- at {ART00006672}, please.
 17 This is an email from Mr Reed to Simon Cash, among
 18 others, of 9 May 2016. So we have jumped forward in
 19 time. I appreciate, Mr Blake, that there was an awful
 20 lot that happened between the autumn of 2015 and the May
 21 of 2016.
 22 I just want to show you this email. This is
 23 an email you didn't see at the time, it's internal to
 24 Artelia, and he says this:
 25 "Simon

160

1 "O&Ms are unacceptable to the CoWs.
 2 "This is just to flag that this is becoming a farce:
 3 despite all our efforts to ensure a smooth landing
 4 I have to say I do not think I have ever worked with
 5 a Contractor operating with this level of nonchalance.
 6 "We are all getting sucked into to doing far more
 7 than we ought to at this stage of the project. I am
 8 wondering if you need to write to TMO to express our
 9 concern and what we are endeavouring to do about it -
 10 additional site visits, additional meetings, endless
 11 emails on design related issued that don't concern us as
 12 Claire is the design lead, etc, challenging the
 13 Contractor, etc."
 14 I just want to focus very narrowly on the words,
 15 "I do not think I have ever worked with a Contractor
 16 operating with this level of nonchalance."
 17 My question now is: is that a fair criticism of
 18 Rydon at this time?
 19 A. I've been called many things, but nonchalant is not
 20 a word that's been used. I absolutely don't accept
 21 that.
 22 Q. Did either Artelia or the TMO accuse you directly of
 23 nonchalance, as we see here?
 24 A. No, they didn't.
 25 Q. I'm going to turn to a different topic altogether, which

161

1 is CDM Regulations.
 2 Did you take any steps yourself to satisfy yourself
 3 that the health and safety file had been properly
 4 produced and handed to the TMO at the end of the
 5 project?
 6 A. The way that that was arranged is that the agreement was
 7 that the information contained within the O&M manuals
 8 would be used by the TMO to populate the health and
 9 safety manual.
 10 Q. We have heard evidence from Mr Hughes that Rydon never
 11 received the final copy of the O&M manual following
 12 handover. Did you know that at the time?
 13 A. I didn't know that at the time, no.
 14 Q. Can I ask you to go to {MET00066178}, please. This is
 15 an email chain between Steve Butler of
 16 All Group Holdings, you, Claire Williams, Neil Reed and
 17 others dated 6 June 2016, and I just want to focus on
 18 the second email on that page, which is to you.
 19 Steve Butler says:
 20 "I'm also producing ..."
 21 Do you see that? I can't quite see that.
 22 SIR MARTIN MOORE-BICK: Which bit do you want, Mr Millett?
 23 (Pause)
 24 MR MILLETT: Let's move on from that. I'm not sure, is the
 25 answer.

162

1 My question, I think, is: did you understand whose
 2 responsibility it was to produce the health and safety
 3 file?
 4 A. Yes.
 5 Q. Whose?
 6 A. That was the -- well, it previously lay with the CDMC,
 7 with our obligation to provide the information to be
 8 part of its compile. So that's always the case in any
 9 job. And then we were approached to say: would we take
 10 over that role, which we didn't, and then Artelia and --
 11 or the TMO was -- it was reported that they would take
 12 the responsibility for that obligation, with us
 13 providing the information to -- for the health and
 14 safety file through the content of the O&M.
 15 Q. Can I ask you to look at the document again, please.
 16 It's gone off, I think, from the screen, but it's
 17 {MET00066178/2} and go, please, to what I was looking
 18 for but which I couldn't see, which is the very top of
 19 page 2. He says:
 20 "I'm also producing a H&S File from the information
 21 I already have as the Client doesn't seem to think it's
 22 their responsibility under the CDM Regs (it is !)."
 23 My question is: had the need for a health and safety
 24 file been discussed before this time? This is
 25 June 2016.

163

1 A. Yeah, I think it was part of the handover discussions.
 2 We had a separate set of minutes and meetings with
 3 respect to identifying everything required to meet
 4 handover.
 5 Q. When you say handover, you mean handover to the TMO?
 6 A. Sorry, achieving practical completion.
 7 Q. My question -- I'm sorry, I don't think you answered
 8 it -- is: had the need for a health and safety file been
 9 discussed before early June 2016, or was this the first
 10 time that it was being discussed?
 11 A. No, my response was I think that it was, and the medium
 12 for that discussion was at those meetings.
 13 Q. Right.
 14 When do you think the discussion of the completion
 15 of the health and safety file started?
 16 A. I can't recall exactly.
 17 Q. Right.
 18 Did you raise any concerns with Artelia or the TMO
 19 about the timing of the preparation of this health and
 20 safety file as at this time, early June 2016?
 21 A. No, I didn't, no.
 22 Q. Okay.
 23 Can I ask you a number of brief questions about
 24 Building Control.
 25 In brief terms, Mr Blake, what involvement did you

164

1 have with Building Control prior to your taking over the
 2 role of contracts manager in October 2015?
 3 A. I don't think I had any contact with them.
 4 Q. What about after?
 5 A. Afterwards, yes.
 6 Q. Now, we've heard that there was no formal method for
 7 recording, other than emails perhaps, what drawings were
 8 sent to Building Control. In the absence of a formal
 9 tracker, did you yourself, after October 2015, take
 10 steps to satisfy yourself that Building Control had
 11 everything they needed?
 12 A. Yes, I did, yeah.
 13 Q. How did you go about that?
 14 A. By contacting Studio E.
 15 Q. Right. Who did you contact at Studio E?
 16 A. I can't recall who it was. Most probably Neil Crawford.
 17 Q. Was there an occasion you recall when you contacted
 18 Studio E and asked them that question?
 19 A. I remember contacting them to make sure that they had
 20 submitted all the available information to
 21 Building Control.
 22 Q. What was the occasion on which you sought that
 23 assurance?
 24 A. That was me making sure that everything necessary to
 25 gain Building Control approval had been sent to

165

1 Building Control via the architect.
 2 Q. Yes. What was the occasion?
 3 A. That's --
 4 Q. What triggered it?
 5 A. That's part of my job, to make sure that that's
 6 happening.
 7 Q. Do you remember when it was?
 8 A. I can't recall.
 9 Q. Did you do it more than once?
 10 A. Possibly, but I know that I did it, to say to them that
 11 their responsibility is to submit that information to
 12 Building Control.
 13 Q. When you say "they", you mean Studio E?
 14 A. Yes.
 15 Q. Did Studio E ever come back to you after that and say,
 16 "We've done it" and explain to you what they had done?
 17 A. No, I do remember from that meeting that they confirmed
 18 to me that they hadn't sent the structural engineer's
 19 drawings to them, so I got that -- reminded them that
 20 that was their obligation to do that, which I understand
 21 that they did.
 22 Q. When you say you contacted Studio E to tell them that
 23 their responsibility was to submit information to
 24 Building Control, how did you make that contact?
 25 A. That would have been a phone call.

166

1 Q. A phone call, no email?
 2 A. No.
 3 Q. Was it not an important thing to record in writing that
 4 you had done?
 5 A. If it's important, I start with a phone call.
 6 Q. Why didn't you follow it up with an email?
 7 A. Because they must have satisfied me that they'd indeed
 8 done it and agreed to do it.
 9 Q. And that was enough for you, was it?
 10 A. I can't recall whether there was a confirmation back
 11 from Studio E saying they'd submitted the details.
 12 Q. So your answer a few lines ago was:
 13 "... they must have satisfied me that they'd indeed
 14 done it and agreed to do it."
 15 What did they tell you --
 16 A. I can't recall.
 17 Q. -- that they would do it or that they had done it?
 18 A. I can't recall exactly what was said.
 19 Q. No.
 20 Are you aware that there were certain inaccuracies
 21 in the information provided to Building Control, certain
 22 gaps?
 23 A. No.
 24 Q. Were you ever concerned that Building Control didn't
 25 have the structural drawings prior to you finding out

167

1 about it?
 2 A. Yeah, because they could come back and say, "This is not
 3 compliant", and then we may have to make alterations.
 4 So, yes, I was.
 5 Q. Did that not alert you to the fact that perhaps Studio E
 6 were not fully au fait with what they had to provide to
 7 Building Control?
 8 A. It didn't make me think that they didn't know that they
 9 had to do it; it just highlighted that they hadn't done
 10 it, and then from that point, like I say, that's my
 11 role, to make sure that the Building Control had
 12 sufficient information to issue a compliance
 13 certificate.
 14 Q. Was that not something that you thought you ought to
 15 monitor on a continuing basis?
 16 A. Yeah, I -- yeah, monitoring is part of our role, yeah.
 17 Q. Did you ever have occasion, given the lapse you had
 18 found about the structural drawings, to go back and make
 19 sure Studio E had continued to provide Building Control
 20 with up-to-date and accurate and complete information
 21 about drawings and materials?
 22 A. That was my understanding, that was the only item that
 23 hadn't been provided.
 24 Q. Right.
 25 A. Thereafter, I was -- I met Building Control, so I had

168

1 a face-to-face meeting with them.
 2 Q. Did you know that the drawings that Studio E provided to
 3 Building Control showed that the rainscreen was zinc?
 4 A. I didn't know that, no.
 5 Q. Can you explain how that lapse occurred?
 6 A. The drawings that were constructed were the Harley
 7 drawings, as the specialist subcontractor. So, for me,
 8 that's the precedent drawing. So it wouldn't have
 9 concerned me, had that note on the architect's drawing
 10 been different. It's obviously not ideal, but like
 11 I say, the drawing is Harley's.
 12 Q. I just want to go back to ask one or two further
 13 questions about the health and safety file.
 14 Did you do any checks yourself to determine if
 15 All Group Holdings were competent and able to produce
 16 a compliant health and safety file?
 17 A. We'd employed them before to fulfil that function, and
 18 that's what their business is, so I would think it
 19 perfectly reasonable to employ them to do that.
 20 Q. Did you understand yourself what needed to go into
 21 a health and safety file?
 22 A. I've got previous experience of O&Ms and health and
 23 safety files, so I know, pretty much, yeah.
 24 Q. Was it not your job, Rydon's job, to maintain or compile
 25 the health and safety file throughout the project and

169

1 not just at the very end?
 2 A. Yeah, you collect information on the way, and then it's
 3 presented at the end of the contract. So ...
 4 Q. To the best of your recollection, was information for
 5 the health and safety file compiled as a health and
 6 safety file along the way?
 7 A. Well, the drawings would be exactly that, yes.
 8 Q. What about other things in the health and safety file?
 9 A. Well, most things conclude at the end, so in terms of
 10 electrical certs and commissioning certs, completions,
 11 all generally come at the end of the project. So
 12 I don't think that that's an unreasonable point in time
 13 to assemble it.
 14 Q. Did you check the health and safety file once it had
 15 been produced?
 16 A. The health and safety file was the -- for the client.
 17 The O&Ms were produced, and I didn't check them myself,
 18 no.
 19 Q. Why is that, do you know?
 20 A. I didn't see a need to.
 21 Q. Who at Rydon was responsible for checking the health and
 22 safety file on handover?
 23 A. Again, we've employed someone who does that for
 24 a living, so I wouldn't check the finite detail of what
 25 they've assembled, and that's presented to the client

170

1 for their acceptance, so that's -- that would be --
 2 I wouldn't see a need to do that.
 3 Q. You wouldn't see a need to do that; does that mean that
 4 you would not see a need on the part of anybody at Rydon
 5 to check that All Group Holdings had done a proper job
 6 before handing the health and safety file to the client?
 7 A. I wouldn't -- again, I wouldn't check it in finite
 8 detail, so I would -- they're employed to do that on our
 9 behalf.
 10 Q. Now, it seems that Rydon only received a draft of the
 11 O&M manual and never received a final version. Did you
 12 know that?
 13 A. I didn't know that, no.
 14 Q. Can you explain why you didn't know that?
 15 A. I didn't know that because All Group Holdings didn't
 16 tell me that.
 17 Q. Right.
 18 A. What I do know is that I made arrangements for
 19 All Group Holdings to meet with the TMO to agree the
 20 content, to agree the referencing that would be applied
 21 to the pages, so that it fitted into the TMO system of
 22 records. That was the purpose of putting the two people
 23 together, and so that everything that is required under
 24 the health and safety obligation was provided via the
 25 O&M manuals that we submitted.

171

1 MR MILLETT: Mr Chairman, I have one more self-contained
 2 topic, but I'm looking at the time, and the topic won't
 3 take very long. I can't guarantee how long, I am
 4 afraid.
 5 SIR MARTIN MOORE-BICK: Are we talking five or ten minutes?
 6 MR MILLETT: Yes, we are.
 7 SIR MARTIN MOORE-BICK: Then I think we'll carry on.
 8 MR MILLETT: I'm grateful, thank you.
 9 I want to ask you about residents and complaints.
 10 Can I ask you, first of all, to see {RYD00062813}.
 11 This is part of an email exchange between and you
 12 Claire Williams on 22 December 2015, and this is in the
 13 context of the departure of one of your staff members or
 14 team members.
 15 I should perhaps show you Jon White's email, first
 16 of all, to David Hughes and to you below it, and
 17 Jon White says that he is disappointed that Chris is
 18 leaving:
 19 "He has been the one that has brought all the
 20 internal Handovers together, and a fundamental part of
 21 its success. I do think that with nearly 100 flats to
 22 handover, his loss will no doubt affect the smooth
 23 running of the future Handovers."
 24 At the end he says:
 25 "... I feel his departure would jeopardize Rydon's

172

1 ability to finish the contract successfully."

2 Then Claire Williams comes on to you on the same day

3 and says:

4 "Steve

5 "I was on site this morning and picked up the news

6 about your proposal to move Chris.

7 "I would like to ask you to reconsider this

8 decision, as Chris has, as our clerk of works phrased

9 below - the trust of our residents. He is conscientious

10 and personable, and a good person for the resident

11 interface.

12 "Our clerk of work has reported that people welcome

13 Lynda and Chris by name into their flats, and we need

14 this goodwill to keep the project moving to

15 a satisfactory conclusion. I am aware that only through

16 negotiation has Chris been able to get work undertaken

17 where residents have been ambivalent/difficult. I would

18 not underplay this skill.

19 "The Grenfell project team has already been through

20 a lot of changes, and the continuity of staff, plus the

21 positive attitude of both Chris and Dave is, to me,

22 imperative to the project.

23 "Please ring me ..."

24 Did you respond to Claire Williams regarding your

25 decision to take Chris off the project?

173

1 A. If she had asked me to ring, I would have rung, yeah,

2 but I can't remember what I would have said.

3 Q. How important was it to structure your team in a way

4 which gave residents trust and confidence in Rydon?

5 A. It's -- yeah, of course it is -- it's good to see

6 a positive email, so that's part of the job in occupied

7 environments.

8 Q. Did you consider or take steps to bring another resident

9 liaison officer or member on to site to familiarise

10 themselves with the residents and their various concerns

11 and vulnerabilities?

12 A. Bring another one in?

13 Q. Yes.

14 A. Lynda was there for the duration.

15 Q. Yes. You had decided to take Chris off the project; did

16 you consider taking any steps to replace him with

17 someone with equivalent skills?

18 A. They all have that skillset, to work in that

19 environment.

20 Q. Can I ask you to look at another document,

21 {RYD00090775}, please. This is an email you sent to

22 John Heggs at JS Wright on 24 February 2016, and it says

23 a number of things, and then it said:

24 "Had resident's meeting last night so pain is to be

25 shared."

174

1 A. Yeah.

2 Q. Can you just explain, what do you mean by the pain

3 caused by the residents' meeting?

4 A. The note there, the -- basically the HIU is a trap on

5 this -- let's call it a boiler, and on a windy day it

6 basically vibrates, so that has to be -- that had to be

7 remedied. So that was feedback from the residents'

8 meeting, so you, the plumbers, need to come up with

9 a solution.

10 Q. Did they?

11 A. Yes, they did, yeah.

12 Q. Were the residents happy?

13 A. Yes.

14 Q. How many of these residents' meetings did you personally

15 attend?

16 A. I didn't go to many residents' meetings. I would always

17 be available if requested, if the invite came from the

18 TMO. That's part of my role, to attend residents'

19 meetings, and I would expect to do that.

20 Q. Can I ask you to look at {RBK00027309}. This is a set

21 of Artelia minutes from the meeting on 1 April 2014, if

22 we could just see there. It's the same minute we looked

23 at before. It's the 1 April contractor induction or

24 introduction meeting, and we know you were there from

25 that because we looked at it earlier.

175

1 Can I ask you, please, to go to paragraph 6.1, which

2 you will find on page 4 {RBK00027309/4}. Under the

3 heading "Resident Liaison", it says:

4 "It was agreed that CS can begin resident

5 profiling."

6 CS I think is Christina Stephanou; is that right?

7 A. Yeah.

8 Q. CS is in the column. What was Christina Stephanou's

9 role on this project?

10 A. She was helping Lynda.

11 Q. I see.

12 You can see that she was given this task of

13 profiling the residents of Grenfell. What did profiling

14 the residents entail, do you remember?

15 A. I'm not actually familiar with that word, "profiling",

16 but I would imagine that means basically getting

17 a contact name and number for them.

18 Q. What was the purpose of that process, do you remember?

19 A. That's so that access can be arranged as and when work

20 and survey, et cetera, to arrange access into a -- into

21 their home.

22 Q. Do you remember whether it involved looking at

23 individual mobility difficulties, whether people were

24 partially sighted, any health issues, or anything of

25 that nature, on an individual-by-individual basis?

176

1 A. Not specifically . As part of the -- there would be
2 an introduction meeting to -- should the resident want
3 it , to describe the works that are planned to be carried
4 out. If the resident had any concerns or if there was
5 any reasons why the work couldn't be carried out, then
6 the R -- you know, the resident liaison officer would
7 bring that back to the TMO and there would be
8 an accommodation made of the individual's needs, and
9 that's how I would describe that.

10 MR MILLETT: Right. Thank you.

11 Mr Blake, for the time being, I've come to the end
12 of my questions. I'm going to ask the Chairman for
13 a break now, but it may be necessary for you to come
14 back and answer some further questions. I just need to
15 check my notes.

16 Thank you.

17 SIR MARTIN MOORE-BICK: Well, Mr Blake, we normally have
18 a short break at this stage, even though counsel think
19 they have asked all the questions, a bit of a review
20 sometimes displays that they haven't.

21 So we will break now until 4.20. Will that give you
22 long enough?

23 MR MILLETT: Yes, that should be enough.

24 SIR MARTIN MOORE-BICK: If not, you can let me know.

25 MR MILLETT: Yes, thank you.

177

1 SIR MARTIN MOORE-BICK: So if you could be ready to come
2 back at 4.20, we will resume then, and you can go with
3 the usher now, if you would, please. Thank you.

4 (Pause)

5 I'm going to say 4.20. If you need more time, just
6 let me know.

7 MR MILLETT: I'm grateful, Mr Chairman, thank you.

8 (4.10 pm)

9 (A short break)

10 (4.20 pm)

11 (Proceedings delayed)

12 (4.30 pm)

13 SIR MARTIN MOORE-BICK: Mr Blake, I'm sorry we kept you
14 waiting longer than I suggested. I think maybe there
15 were more things to sort out than I had originally
16 thought. But we are ready to go on if you are.

17 We have some more questions?

18 MR MILLETT: Mr Chairman, I do have some more questions I am
19 prepared to ask. I am also still , I am told by one set
20 of core participants , waiting for further questions.
21 I'm not sure whether they are follow-up questions or
22 not, and I should wait to see them, but let me see how
23 I get on. I don't have very many questions to ask.

24 I want to ask you about an email at {HAR00017538},
25 please. This is an email from Emma Kelly at Rydon, sent

178

1 to the Baileys, but copied to David Hughes, "Urgent
2 update - Grenfell Tower windows."

3 Emma Kelly, who is a maintenance co-ordinator, as
4 you will probably know -- this is January 2017, so this
5 is after practical completion by quite a few months --
6 says:

7 "It has been noted that there is a large number of
8 defects relating to windows open on our system, some of
9 which have been open as long as August. This is not
10 acceptable and we are not receiving any response from
11 our chaser emails/calls . We must ensure that defect are
12 closed out within the target rectification time
13 provided.

14 "Please ensure that we are provided with a thorough
15 update by close of play today.

16 "Failure to do this will result in the issue being
17 escalated."

18 Then there is a list of different flats in
19 Grenfell Tower. Do you see that? And some descriptions
20 of the outstanding defects.

21 My question is: were you aware at this time,
22 January 2017, of the poor quality of the windows as
23 expressed by Ms Kelly in this email?

24 A. If she had sent that to me, then I would be aware.

25 Q. Well, you're not copied in on the email, as I think I

179

1 pointed out to you.

2 A. Yeah.

3 Q. In general terms, were you aware of the poor quality of
4 the windows, the subject of this message?

5 A. I'm not -- it doesn't appear that I was aware of that
6 list of defects.

7 Q. Well, it doesn't appear from this email, I quite accept
8 that, Mr Blake. My question was: other than this email,
9 did you have an awareness from another source that so
10 many of these flats had defects relating to windows
11 which were still open and unresolved and had been
12 unresolved since August?

13 A. I don't recall .

14 Q. Right.

15 At the time, were you generally concerned about the
16 quality of the installation of the windows?

17 A. No.

18 Q. Had you had similar experiences on other refurbishments
19 such as that which is identified here in this message?
20 When I say you, I mean Rydon generally.

21 A. It's not unusual for window defects to come through on
22 the reports. It would be helpful to see what the
23 descriptions are on the report itself . But if you do
24 have tilt -and-turn windows, sometimes you can get issues
25 with them not being operated correctly , or the

180

1 mechanisms themselves sticking or such. So over
 2 a period of time, you would -- it wouldn't be unusual
 3 for an amount of defects like those to be reported
 4 through the defects liability period.
 5 Q. I want to ask you about the O&M manual and the H&S, or
 6 health and safety, file.
 7 Can you please be shown {ART00006185}. These are
 8 the notes of progress meeting number 17, Mr Blake, which
 9 took place on 17 November 2015. We can see that
 10 Mr Maddison, Mr Gibson and Ms Williams were there, as
 11 were you from Rydon, and a long list of other people
 12 from Rydon.
 13 Do you remember that meeting?
 14 A. Not specifically, no.
 15 Q. Can I ask you to turn, please, to the bottom of page 2
 16 {ART00006185/2} of this minute and look at item 2.8, and
 17 it goes over to the top of page 3. It says:
 18 "Item 3.2: CDM Regulations 2015 - AM noted the PMN
 19 on previous minutes."
 20 A PMN is a post-meeting note, I think, isn't it?
 21 A. I would agree with that, yeah.
 22 Q. Yes:
 23 "Copied here for completeness:
 24 "PMN: Under the 2015 regulations if the PD
 25 appointment finishes before the end of the works then

181

1 the Principal Contractor takes on the PD role. This
 2 means the Principal Contractor puts together the H&S
 3 file for the client. For discussion at the next
 4 progress meeting."
 5 PD stands for principal designer. Did you
 6 understand that that was what was meant?
 7 A. Yes, I do, yeah.
 8 Q. Do you accept that this was the arrangement, identified
 9 here, that was agreed with the TMO: to prepare the
 10 health and safety file and then present it, completed,
 11 to the TMO, and not simply to provide the O&M manuals?
 12 A. No, the agreement is that the O&M manuals would contain
 13 the information necessary to be put into the health and
 14 safety file for the TMO having inherited the role of
 15 principal designer.
 16 Q. Let's just look on:
 17 "It was agreed that Rydon are not the PD (Principal
 18 Designer) under the CDM Regulations 2015. The TMO as
 19 the client are to undertake this role. It was further
 20 agreed that Rydon would be responsible for collating and
 21 presenting the H&S File information in accordance with
 22 the Employer's Requirements and the PCI and present to
 23 the TMO as PD."
 24 Do you accept that that was the arrangement that was
 25 agreed with the TMO, now I've shown it all to you, which

182

1 was that Rydon was to prepare the health and safety file
 2 in its entirety and present it to the TMO?
 3 A. To present the information required for it.
 4 Q. Well, it doesn't say that, it says "presenting the
 5 [health and safety] file information in accordance with
 6 the Employer's Requirements".
 7 If you go back to the bottom of page 2 we can see it
 8 all in its context.
 9 A. Well, my understanding is by doing exactly what
 10 I described fulfils that responsibility.
 11 Q. I see. So just to be clear, when we see the words
 12 "Rydon would be responsible for collating and presenting
 13 the H&S file information" --
 14 A. Exactly.
 15 Q. -- "in accordance with the Employer's Requirements", it
 16 was your understanding that you wouldn't be compiling
 17 and presenting the complete file, but only the
 18 information to go into it?
 19 A. Exactly that.
 20 Q. I see.
 21 Who was, then, responsible for completion of the
 22 health and safety file if not Rydon?
 23 A. That's -- the client has taken that responsibility from
 24 the change of the CDM Regulations. Prior to that, it
 25 was Artelia's role.

183

1 Q. Were All Group Holdings instructed by Rydon to complete
 2 the health and safety file itself and provide a complete
 3 version to you for passing on to the TMO, or only to
 4 compile the information to go into it, which is the
 5 distinction I think you're drawing based on this
 6 document?
 7 A. The brief is to collect the information for the O&M, and
 8 part of the reason for the -- putting the two people
 9 together, the TMO and the compiler, was to agree the
 10 exact brief and format of how that information would be
 11 presented.
 12 Q. Mr Blake, I have one final question for you, and it's
 13 a question I ask some witnesses who come to the Inquiry.
 14 We have been through an awful lot of evidence over the
 15 last two days, and I'm grateful to you for helping me
 16 with it.
 17 Looking back on all that evidence and looking back
 18 on your involvement in the project as a whole, is there
 19 anything that you would have done differently?
 20 A. Hindsight is a gift that none of us have. I -- in the
 21 examination, it's very clear that, at a point in time
 22 when I believed the presentation and acceptance of the
 23 windows and the cladding designs had been accepted to
 24 the satisfaction of the -- through the design process
 25 and the submission and the exchange with

184

1	Building Control, I believed this to be correct, and it	1	INDEX	
2	haunts me that it was never -- that it wasn't	2		PAGE
3	challenged, because it was believed to be correct.	3	MR STEPHEN BLAKE (continued)1
4	MR MILLETT: Yes, thank you, Mr Blake.	4		
5	Mr Blake, I have no further questions.	5	Questions from COUNSEL TO THE INQUIRY1
6	Mr Chairman, no further questions.	6	(continued)	
7	SIR MARTIN MOORE-BICK: Thank you very much, Mr Millett.	7		
8	Mr Blake, thank you very much for coming to give	8		
9	your evidence. It's been immensely helpful to us to	9		
10	hear what you have to say. I'm sorry it's gone on	10		
11	probably longer than you would have wished, and longer	11		
12	this afternoon than we probably gave you to understand,	12		
13	but we are very grateful and you're now free to go.	13		
14	Thank you very much.	14		
15	If you would like to go with the usher.	15		
16	THE WITNESS: Thank you.	16		
17	(The witness withdrew)	17		
18	SIR MARTIN MOORE-BICK: Thank you, Mr Millett. That's it	18		
19	for the afternoon.	19		
20	MR MILLETT: Mr Chairman, it is, and Ms Grange will take two	20		
21	further Rydon witnesses tomorrow.	21		
22	SIR MARTIN MOORE-BICK: Yes. Well, thank you very much. We	22		
23	will rise now and sit at 10 o'clock tomorrow.	23		
24	MR MILLETT: 10 o'clock tomorrow.	24		
25	SIR MARTIN MOORE-BICK: Thank you.	25		

185

187

1	(4.45 pm)	188
2	(The hearing adjourned until 10 am	
3	on Thursday, 30 July 2020)	
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

186

A						
ability (4) 2:15 33:15 89:25 173:1	action (5) 67:9 91:8 93:15 94:7,24 actioner (1) 91:17 actioning (1) 93:12 actions (4) 88:3 126:12 147:4 157:18 activities (1) 152:15 actual (1) 95:21 actually (11) 26:18 39:6 46:22 72:10 73:12 94:22 99:11 103:6 127:11 151:2 176:15 ad (3) 75:6 83:3,11 adamant (1) 14:21 adding (1) 23:8 addition (2) 12:23 122:19 additional (4) 46:1 121:14 161:10,10 adequacy (2) 79:7,11 adequately (1) 141:4 adjacent (1) 71:20 adjourned (1) 186:2 adjournment (1) 106:11 administer (1) 157:16 administering (1) 123:23 adopting (1) 147:6 adrian (1) 85:17 adverse (2) 77:15,22 advice (31) 65:2 68:17 69:4,20,21 73:3,18 82:8,17,23 83:4,18,23,25 84:3,10,12,15,16 85:7,22 86:5 87:14,17,24 88:2,4 92:1 107:15 116:3 141:9 advise (2) 64:21,24 advised (1) 91:11 advising (4) 83:17,22 85:6 91:19 affairs (1) 154:20 affect (1) 172:22 affecting (1) 129:14 afforded (4) 129:22,23 130:8,9 afraid (4) 128:19,24 156:22 172:4 after (22) 2:18 12:19 17:6,15 63:23 67:4,5 68:8 69:5 94:19 95:21 99:19 108:24,24 120:23 127:11 137:20 139:14 165:4,9 166:15 179:5 afternoon (10) 19:25 26:9 29:14 34:11 53:3 85:15 131:15 144:1 185:12,19 afterwards (1) 165:5 again (25) 6:13 12:21 27:19 33:17 44:19 47:7 52:25 69:6 74:19 79:20 81:18 85:13 94:6 96:12 101:5 119:3 132:19 133:14 138:15 151:15 156:2 158:24 163:15 170:23 171:7 against (13) 5:19 13:3 17:23 52:19 72:16	83:24 85:4 87:20 101:5 141:6 145:7 150:9 152:14 agenda (5) 26:23,25 27:1 144:17 147:10 agent (3) 136:23 138:25 147:21 aggressive (1) 144:10 ago (3) 9:25 47:7 167:12 agree (32) 30:10 33:18 39:15,18 43:4 46:24 47:13 52:14 53:5 105:4 110:17,19 126:25 127:6,8,9 136:1 144:6 147:3,17,20 152:10,17 154:6,15 155:7,13 156:3 171:19,20 181:21 184:9 agreed (15) 48:18 56:18 98:12 105:20 110:6 140:15 145:15 146:21 167:8,14 176:4 182:9,17,20,25 agreeing (1) 104:8 agreement (5) 98:7,9 103:10 162:6 182:12 ah (1) 42:24 ahead (2) 67:15 147:8 aim (1) 138:7 air (1) 100:15 alan (8) 1:25 4:6,7 18:2,3,22 19:1,14 alarm (1) 85:17 alcoa (1) 60:3 alert (2) 59:2 168:5 alerting (2) 121:16 153:21 alim (6) 60:9,11,15 61:20 62:24 63:4 alison (3) 12:2,19 21:9 allegedly (2) 51:7,19 allied (1) 3:16 allocate (1) 19:8 allocated (1) 141:11 allocation (1) 13:2 allow (1) 146:25 allowance (1) 150:8 allowed (3) 41:3,10 43:9 ally (3) 28:3,5 31:1 along (1) 170:6 already (19) 4:17 19:14,16 23:5 27:12 30:24 34:1 39:24 45:21,25 50:17 59:13 67:16 112:9 116:7,19 131:17 163:21 173:19 also (22) 2:13 3:17 16:4,16 30:5 36:22 38:22 60:9 61:14 63:13 88:23 100:4 103:6 109:16 121:14 127:9 132:18 145:5 148:8 162:20 163:20 178:19 alter (1) 91:11 alterations (1) 168:3 alternative (9) 20:23 28:7,9 35:3 40:5 54:21 80:5,8 115:12 alternatives (2) 35:18,23	although (3) 71:20 94:20 109:13 altogether (1) 161:25 aluminium (9) 20:17,25 27:4 36:5,18 38:7 39:13,16 108:19 always (5) 79:11 124:7 143:19 163:8 175:16 ambivalentdifficult (1) 173:17 amended (1) 103:11 amendments (3) 98:3,5 100:4 american (1) 145:2 among (3) 80:14 138:20 160:17 amongst (2) 19:19 123:25 amount (12) 3:18 9:2 10:9,14,17,20,23 109:20 113:25 121:25 157:12 181:3 analysis (2) 77:17,23 andy (3) 80:13 81:24 149:16 anketelljones (1) 123:8 another (11) 6:12 18:6 19:10 53:1 122:25 148:14 158:1 174:8,12,20 180:9 answer (34) 13:12,15,18,22,25 14:5,10,14,18,20,22 37:19 38:17 42:3,10,23 43:11 48:24 73:19 83:3,11 84:1 118:19 119:11 128:19,24 137:12 147:25 148:1,3,7 162:25 167:12 177:14 answerable (2) 72:20,21 answered (5) 38:4,12,14 43:8 164:7 answering (4) 38:24 39:6 42:17 83:8 answers (3) 82:14 107:3,15 anticipated (1) 147:1 anybody (25) 5:25 44:9,16 53:12 58:23 59:2 60:14 62:17 63:22 65:1 66:11 79:15 81:17 86:23 96:7 105:13 109:7,8 133:6 134:19 136:2 137:13,15 160:4 171:4 anyone (12) 6:8 49:19 53:18 69:4 106:2 107:19 113:15 118:24 126:25 136:6 138:12 139:11 anything (11) 2:12 17:9 24:14 53:19 83:1 96:21 129:24 153:24,25 176:24 184:19 anyway (1) 123:22 apathetic (2) 159:1,22 apathy (1) 159:9 apologise (1) 52:22 apparent (1) 126:8 appear (6) 135:13 137:4 143:7 159:12 180:5,7	appearance (2) 24:8 35:14 appears (6) 9:9 13:13 92:18 116:3 131:17 137:20 application (1) 145:8 applications (2) 62:25 63:8 applied (2) 122:16 171:20 apply (2) 130:16 159:15 appoint (6) 18:22 64:14,17 69:15 100:2 153:3 appointed (3) 86:19 96:18 139:14 appointing (1) 66:20 appointment (17) 2:14 3:20 5:16 66:15,16 67:13 68:22 70:14 79:8 80:1 96:15 100:6 102:9 104:9 105:10,21 181:25 appointments (1) 101:16 appreciate (5) 38:9 52:21 88:12 132:22 160:19 appreciates (1) 144:5 approach (6) 12:25 48:6 85:1 144:6 147:7 155:10 approached (1) 163:9 appropriate (4) 17:2 47:11 55:18 130:20 approval (5) 43:19 56:6 105:5 116:25 165:25 approved (6) 22:25 55:19,22 118:16,21,25 april (24) 7:17 65:7 78:7 80:21 85:11 92:15 94:20 95:8 96:1 97:15,21 98:8,21 99:22,24 100:10 103:11,14 106:24 135:3 136:3 137:21 175:21,23 architect (30) 22:14 31:17 32:3,11 33:5,7,13,14,25 64:18,21 70:4,21 71:2,12,15,17 72:1,6,16,20 82:4 85:14 100:14,22 102:1 116:12,14,17 166:1 architects (15) 33:19 39:7 61:15,17 79:22 81:19 82:18,24 83:5,12,14 96:19 99:4 100:1 169:9 architectural (4) 23:8 72:3 73:5 135:14 arconic (4) 60:3 61:8 63:23 64:6 area (2) 118:17 120:25 areas (2) 91:20 93:4 argument (1) 105:17 arise (4) 8:2,3 22:23 137:9 arisen (1) 54:12 arising (5) 92:24 124:4 135:16,24 138:2 arms (1) 72:11	arose (1) 59:18 around (6) 3:6 5:25 125:6 127:18 131:16 146:24 arrange (3) 7:3,15 176:20 arranged (3) 159:20 162:6 176:19 arrangement (6) 48:3 72:11 122:20 128:11 182:8,24 arrangements (6) 48:4 68:16 79:21 84:24 100:13 171:18 arranging (1) 88:19 art00001999 (1) 55:8 art000019992 (1) 55:15 art00002255 (2) 65:5 78:7 art000022554 (2) 65:19 78:10 art00006185 (1) 181:7 art000061852 (1) 181:16 art00006206 (1) 143:22 art000062062 (1) 145:21 art000062063 (1) 145:22 art00006629 (1) 134:25 art00006641 (1) 131:9 art000066411 (1) 132:16 art000066412 (1) 131:11 art00006657 (1) 137:19 art000066621 (1) 158:17 art000066622 (1) 158:2 art00006672 (1) 160:16 art000066813 (1) 139:21 art00006706 (1) 156:17 artelia (22) 17:7 44:13,17 94:15 133:6 134:6,19 135:2 137:5,21 139:3 142:9 145:17 146:2 147:9,13 156:7 160:24 161:22 163:10 164:18 175:21 artelias (3) 132:17 139:1 183:25 asap (1) 156:24 ashmole (3) 19:5,15,16 ashton (9) 80:13 81:4,15 82:15,17,22 83:17,22 85:18 ashtons (1) 84:22 aside (2) 32:7 97:5 ask (76) 1:6 2:23 18:1 19:23 22:18 25:22 28:21 33:3 37:22 40:18,21 42:20 48:11 49:19 50:6 52:6 54:23 55:7 59:16 64:11 65:1,5 68:21 74:8 76:15 77:10 78:8,18,23 80:9 85:10 86:9 88:9 90:6 91:6 92:13 95:5 98:6 108:2 109:8,12 110:1,21 112:25 128:25 131:8 133:1,4 135:4 141:21	143:22 144:3 149:12 151:16 155:1 156:1,15 159:6 160:15 162:14 163:15 164:23 169:12 172:9,10 173:7 174:20 175:20 176:1 177:12 178:19,23,24 181:5,15 184:13 asked (34) 2:1 3:7 4:16 12:22 13:6 15:21 18:3 20:24 22:4 30:2 35:16,23,25 38:8 42:13 60:13 66:7,11 74:20 83:13 85:4,22 93:13 95:14 105:13 107:3,10 114:14 120:21 125:20 150:11 165:18 174:1 177:19 asking (21) 33:12 41:13 42:9 67:24 70:7 74:2,20 75:24 80:7 82:8 83:9 93:17,17 103:25 111:13 125:2 130:21 132:10 133:22,25 139:6 aspect (5) 10:25 79:10 87:18 91:18 106:3 aspects (3) 64:15 88:1 91:18 assemble (1) 170:13 assembled (1) 170:25 assembles (1) 92:12 assessment (9) 86:17 89:14,16 91:15 92:12 93:6,21 94:2,8 assessor (3) 86:12 91:10 92:9 assigned (3) 18:6 19:1,4 assist (2) 4:12 120:24 assistance (3) 89:21,23,24 assistant (1) 3:1 associated (1) 52:24 assume (4) 66:7 68:12 84:3 119:25 assumed (3) 65:24 80:6 113:22 assuming (2) 104:21 114:14 assumption (6) 58:8 59:12 65:3 68:7,14 115:14 assurance (1) 165:23 assurances (3) 25:18,19 107:20 assure (2) 67:18,20 asterisks (2) 3:11 5:7 atrium (1) 90:1 attached (5) 21:10,13 97:17 100:2 102:20 attaching (2) 99:23 149:15 attachments (2) 21:9 99:21 attempt (1) 81:14 attend (8) 20:8 26:11,13 60:13 133:1 140:11 175:15,18 attended (4) 11:22 91:3 92:15 127:11 attendee (1) 21:13 attendees (1) 8:20 attending (1) 24:13

attention (5) 73:10,23 132:20 136:15 141:17 attitude (4) 155:14 156:5 159:24 173:21 au (1) 168:6 august (3) 40:20 179:9 180:12 augustseptember (1) 133:20 authority (3) 55:20 56:5,16 autumn (1) 160:20 available (14) 27:25 32:6 33:22 36:20 44:24 89:1 136:1 143:20 151:8,10,15 152:4 165:20 175:17 avenues (2) 17:16,16 awaited (1) 140:7 award (8) 7:25 8:3,9,25 9:7 10:21 17:13 145:13 awarded (2) 17:5,21 aware (36) 4:17 10:11 23:7 36:22 44:10,15 65:24 68:5 75:9,10 79:18,18 80:17,20,21,24 81:5 108:21 109:13,19,19 115:7 118:5 132:7,12 136:19 138:5 147:12,16 148:3 167:20 173:15 179:21,24 180:3,5 awareness (1) 180:9 awful (4) 160:8,12,19 184:14	127:2,13,18 128:7,13,16 129:1,5,19 130:5 based (6) 32:8 52:15 69:24 70:1 146:9 184:5 baseline (2) 50:16 52:14 basically (4) 50:13 175:4,6 176:16 basis (19) 10:24 17:5 20:16,20 38:16 55:3 56:9 75:6 89:2 112:4 115:11,12 116:15 119:9 153:14,17,20 168:15 176:25 battens (2) 95:13,24 battle (1) 53:5 batty (3) 158:3,6,18 bba (8) 22:5,9 24:6,10,16,20 114:14,19 bc (1) 95:19 bearing (1) 17:13 became (5) 2:16 68:17 80:24 102:1 124:4 become (4) 11:23 71:12 108:21 113:6 becoming (1) 161:2 before (35) 4:24 5:10 12:25 26:7 28:16 32:2 33:3 37:6 55:20 57:4 62:16 67:4 74:12,20 81:11 84:16 85:21 91:23 92:17 100:17 103:25 104:3 106:18,23 116:8 137:23 143:11,23 158:16 163:24 164:9 169:17 171:6 175:23 181:25 beg (1) 94:1 began (1) 127:15 begin (1) 176:4 beginning (1) 51:25 begun (1) 55:21 behalf (15) 22:15 26:14 40:3 68:6 74:15 83:19,20,22 86:15,17 87:9 89:17 105:6 137:6 171:9 behaviour (1) 114:23 behest (1) 66:23 being (36) 5:17 20:21 22:19 27:10 31:14 35:25 40:1 46:1 56:5 57:17 58:13 63:15 69:14 72:9 83:13 85:22 95:13 110:16 111:15 114:4,13 115:11 117:15 133:12 138:17 142:3 146:8,16 153:11,15,19,23 164:10 177:11 179:16 180:25 belief (1) 15:11 believe (4) 6:17 98:24 146:9 155:23 believed (5) 119:9,22 184:22 185:1,3 bell (3) 61:1 75:23 76:17 below (10) 3:6,11 24:3 26:25 35:10 88:16	89:1 140:1 172:16 173:9 ben (2) 110:6,10 best (6) 16:23 90:3 100:25 123:17 159:18 170:4 better (4) 48:12 50:18 146:15 158:24 between (34) 6:8,16 7:8 8:5,9 11:20 15:17 16:5 20:3 29:12 40:20 43:23 44:18 45:4,13 47:22 66:19 67:12 84:24 90:7 97:13 98:20,21,22 100:10,13 104:11 105:7,14 106:23 122:3 160:20 162:15 172:11 bid (13) 2:10 3:7 5:21 8:14 16:21,24 17:4,21 18:5 19:18 41:17 46:1 75:15 bidder (2) 11:24 17:12 big (1) 10:18 bigger (1) 27:18 bill (3) 84:14,23,25 bit (12) 2:7 8:17 18:2 31:4 48:14 72:8 108:18 110:1 131:16 148:12 162:22 177:19 bits (1) 50:5 blake (55) 1:5,6,7,8,20 9:5 12:2,16 14:23 19:24 26:12 31:5,21 32:2 36:12 38:3 42:12 53:17 54:6,11 57:9 65:10 75:19 83:8 86:18 106:1,13,17 110:11 121:7 130:21 138:18 140:18 144:2 148:23 149:8,12,18 152:12 155:9,14 156:19 160:2,19 164:25 177:11,17 178:13 180:8 181:8 184:12 185:4,5,8 187:3 blakes (1) 155:21 block (4) 53:1 59:5 66:24 126:12 board (5) 3:20 41:15 42:11,12 108:9 boardnotes (1) 40:24 boiler (1) 175:5 both (3) 108:20 136:1 173:21 bottom (19) 2:24 4:14 6:14,19 12:3 31:24 37:11 40:22 45:7,8 80:11 97:14 106:22 117:8 124:11 125:14 131:11 181:15 183:7 bound (1) 31:11 brains (1) 84:22 break (18) 53:17 54:3 57:4 105:25 106:1,4,18 122:3 129:21 130:7 148:18,19,23 149:6 177:13,18,21 178:9 breaks (4) 50:9 122:2 124:19 125:16 bridge (2) 101:18,22	bridges (2) 80:13 81:24 brief (6) 35:19,23 164:23,25 184:7,10 briefing (5) 24:12,13 25:8 27:13 40:12 briefly (2) 146:23 157:11 brigade (3) 125:12,22 126:14 brighton (1) 6:7 bring (8) 26:14,17 73:25 105:17 153:6 174:8,12 177:7 brought (5) 73:9,23 136:15 141:17 172:19 brown (1) 85:17 bruce (14) 22:13 26:8 38:22 39:3 97:15,16,20 101:11,14 102:5,7 103:7,8 105:7 bs (1) 114:25 budget (16) 11:18,19 17:23,25 48:22 49:16 136:12 144:16 150:9,25 151:2,6,8,13,18,24 build (9) 64:13 70:4,22 71:2 72:3 99:19 100:21 135:18 138:19 building (78) 22:24 37:13,16 56:23 63:7,10,15,16 69:9 70:25 71:20 73:9,23 77:15,22 85:2 86:2,16,17 89:14 90:4 92:24 93:4 96:11 105:5 107:2,11,13,17,21 109:16,21 113:17,21 114:3,5,13 115:10 117:1,13,24 118:1,2,3,5,9,10,11 119:4,5,5,6,13,17,21 120:2,4,5 126:13 127:4 130:1 164:24 165:1,8,10,21,25 166:1,12,24 167:21,24 168:7,11,19,25 169:3 185:1 buildings (8) 19:10 55:25 62:6,19 63:9 95:22 127:14 128:2 bullet (4) 24:5 99:20,25 101:12 burning (2) 150:2,5 business (3) 32:17 97:6 169:18 butler (2) 162:15,19	cannot (4) 12:13 15:12 95:10 158:13 cant (64) 5:12 6:11 11:25 12:10 14:18 21:20,23 23:9 26:20 28:17 32:14 39:3 41:8,14,18,23 42:2 43:2,16 46:10 48:2 50:17 62:2 63:4 65:13 66:5 75:16 76:5 81:1 93:8 95:1,4 96:6 98:18 100:11,18 108:16,17 114:16 117:10 123:15 134:8,23 140:22 141:18,19 142:1 143:10,10 153:8,13 154:1,1,2,24 162:21 164:16 165:16 166:8 167:10,16,18 172:3 174:2 care (1) 13:2 careful (1) 34:22 carl (25) 86:9,11,13 87:2 88:7,9,14,19 89:11 90:4,8,8,15,18 91:10,13,14,23 93:7,20 95:25 106:18,23,24,25 carried (4) 55:21 63:23 177:3,5 carries (1) 89:16 carry (6) 1:12 29:25 54:5 86:16 149:8 172:7 carrying (1) 76:7 cash (5) 15:22 143:23 145:16 146:1 160:17 cassette (18) 28:5,9 31:2 40:25 41:11,25 42:5 43:1,13 44:5,18 48:18 50:14 51:2 55:5 63:20,24 64:7 catch (6) 51:24 150:4,10,13,14,16 cause (2) 127:21,25 caused (3) 124:20 152:8 175:3 causing (1) 46:2 cavity (16) 120:9 122:9,14,19 124:21 126:22 127:1,12,18 128:7,12,15 129:1,5,19 130:5 ccd (1) 9:18 cdm (6) 92:22 162:1 163:22 181:18 182:18 183:24 cdmc (2) 94:16 163:6 celotex (9) 108:9 109:15 110:7,8 112:6,16,20 113:6,11 central (1) 7:16 cep000003223 (1) 123:1 cep00000322314 (1) 125:23 cep00000322315 (1) 126:5 cep0000032232 (1) 123:6 certain (2) 167:20,21 certificate (6) 22:6,10 24:20 114:15,19	168:13 certification (7) 24:6,10,16 25:14 26:3 118:10 119:4 certified (1) 118:2 certifying (1) 119:17 certs (2) 170:10,10 cetera (3) 134:15,22 176:20 chain (22) 4:3 6:15,18 7:11 11:6 13:1 30:16 33:18 45:13 46:3,6,9 47:1,15,19 48:1,8 80:10 81:23 97:13 142:14 162:15 chair (1) 147:10 chaired (1) 37:3 chairman (14) 1:19 50:2 53:15 54:10 105:23 106:16 148:22 149:11 172:1 177:12 178:7,18 185:6,20 chalcots (13) 18:8,10,12 58:14,18 59:16,19 60:4 61:21,22 63:9 120:9,12 challenged (1) 185:3 challenging (1) 161:12 chances (1) 16:18 change (19) 20:17,20 27:3 37:8 38:6 39:13,15 55:3 56:13,14 80:4 81:22 94:17 108:1 115:22 139:8 160:9,10 183:24 changed (2) 94:17 107:25 changes (12) 11:13 24:4 77:14,21 79:25 80:18 81:5,15,20 99:13 141:7 173:20 changing (2) 36:23,25 characteristics (1) 63:18 charge (5) 8:14 19:7 84:2 97:1,6 chase (3) 102:22,23 104:25 chaser (1) 179:11 chasing (2) 98:25 103:18 chat (1) 144:8 chats (1) 17:3 cheap (5) 152:9,11,18,24 153:22 cheaply (1) 47:5 check (14) 59:6 68:15,22 93:10 116:15,18 129:18 130:4 170:14,17,24 171:5,7 177:15 checking (4) 113:22 114:1 115:17 170:21 checks (2) 59:13 169:14 chelsea (2) 3:15 49:2 chelseas (1) 25:19 chipboard (1) 91:22 choice (5) 27:10,19 30:20 36:7 116:11 choices (1) 139:9 choose (2) 11:15 31:6 choosing (4) 40:25 42:5	43:1,12 chosen (4) 41:25 43:15 48:3,13 chris (9) 158:10 172:17 173:6,8,13,16,21,25 174:15 christina (3) 4:8 176:6,8 chronological (1) 43:18 chweechee (2) 135:25 140:2 cill (2) 124:19 125:16 circa (1) 32:8 circulated (1) 123:25 circulation (1) 103:10 circumstance (1) 139:15 circumstances (5) 58:12 85:25 119:6 128:8 130:24 clad (4) 58:9 62:6,19 107:1 cladding (46) 19:23 20:17,25 22:24 23:7,19 24:2 27:24,25 28:20 29:19 32:8 38:14 43:20 45:14 50:16 55:3,4 57:13,19,23 58:12 61:6 62:7,11,17 63:14 87:15 95:12,14,18,22 96:1,8 107:1,7,10,13,16,20 108:7 124:21 129:14 146:7 156:25 184:23 claire (23) 26:6 37:13,24 88:8,22 90:9 93:22 131:13,15 132:2,18 133:7 135:2 137:22 155:3,18 158:4,21 161:12 162:16 172:12 173:2,24 clarified (1) 146:22 clarify (2) 26:24 138:17 clarifying (2) 137:1 139:6 clarity (6) 33:23 135:23 138:1,8,12,22 class (13) 24:7,11,17,19,22,24 25:7,13 26:2 40:12,14 63:25 64:4 classification (2) 63:25 64:4 classified (1) 114:24 clear (17) 2:17 12:11 27:13 54:11 56:17 57:16 58:12 76:1 111:23 132:11 133:12 135:13 137:4 141:12 156:20 183:11 184:21 clearly (9) 10:11 15:7 40:11 42:16 51:13 59:11 155:12 156:8 158:13 cleanup (1) 120:24 clerk (4) 110:12 156:18 173:8,12 client (42) 11:1,13 17:15,22 30:17 31:6,9,16 34:24 36:6,12 48:1 50:23 51:3,8,15,20 68:21
B						
b (1) 22:25 b4 (1) 77:12 bachellier (2) 12:17 29:11 back (51) 1:6,21 7:12,12 14:1 15:23 16:11 19:22 27:19 45:18 46:19 47:1,14,18 53:6 57:4,5 72:24 73:12 77:8 78:5,9 79:20 82:15 85:8 97:21,23 103:14 106:17 107:3 115:17 118:14 119:1,3 142:17 143:25 149:1 151:17 155:11 158:18 166:15 167:10 168:2,18 169:12 177:7,14 178:2 183:7 184:17,17 background (2) 2:7 25:11 backing (2) 40:1,4 backtoback (1) 100:22 bad (1) 35:14 bailey (3) 110:6 121:9 123:8 baileys (1) 179:1 banks (3) 99:17 101:10 102:18 barely (1) 103:11 bargain (1) 51:22 barrier (2) 122:14 126:1 barriers (15) 120:9 122:9,19 126:19,22						
C						
c (1) 64:4 calculating (2) 44:23 45:22 call (9) 12:7,12,12,19 121:7 166:25 167:1,5 175:5 called (4) 6:16 32:2 76:15 161:19 camden (3) 21:15 122:20 128:23 came (7) 5:20 62:11 74:12 96:3 142:24 160:8 175:17						

71:17 72:4,16,21	compartmentalising (1)	conference (3) 6:6,9,9	68:12,23 103:15	74:2,21 80:11,14 82:1	date (7) 26:14,17 81:11	delays (2) 146:7,10
74:12,16 81:19	128:11	confidence (2) 146:8	168:19 187:3,6	83:7,15 85:13 90:8	89:1 102:15 135:6	deliverables (1) 147:3
94:3,18,20 120:20	compartmentation (3)	174:4	continuing (2) 68:8	97:22 99:17 131:14	144:24	delivered (3)
134:17 137:6 139:12	91:8,19 92:7	confirm (6) 52:14 91:13	168:15	132:19 135:3 139:22	dated (11) 75:21	153:15,18,19
145:5 159:21 160:10	compartments (1)	100:3,6 140:10 143:10	continuity (1) 173:20	141:19 142:15,18	76:16,25 77:10 88:23	demonstrate (1) 15:10
163:21 170:16,25	129:7	confirmation (2) 117:14	contract (65) 6:3 7:25	157:2 179:1,25 181:23	93:7 121:5 123:10	demonstrates (1)
171:6 182:3,19 183:23	competent (5) 152:19	167:10	8:3,10 9:7 10:21 16:6	copy (3) 65:13 133:1	145:25 149:14 162:17	158:24
clients (2) 19:20 27:19	154:4,6,14 169:15	confirmed (5) 77:16,23	18:23,24 19:11,12	162:11	dating (2) 145:2 156:20	demonstrating (1)
clifton (1) 149:15	compile (3) 163:8	121:10 125:7 166:17	53:10 64:13 75:13	copyee (1) 142:19	dave (1) 173:21	139:5
climber (2) 114:3,10	169:24 184:4	confirms (1) 102:19	84:13,17 92:5 97:3	copying (1) 88:7	daves (1) 119:1	department (10) 20:3
climbers (1) 113:24	compiled (1) 170:5	confusion (1) 131:17	98:13,14,22	core (5) 44:14 59:5	david (8) 29:11 82:2	35:13 37:16
close (1) 179:15	compiler (1) 184:9	conscientious (1) 173:9	99:1,10,19 100:21	62:20 128:2 178:20	88:8,23 110:3,21	49:6,13,18,20 97:4,5,8
closed (1) 179:12	compiling (1) 183:16	conscious (1) 101:16	103:19,25 115:17	cored (4) 58:2	172:16 179:1	departure (2) 172:13,25
closing (2) 104:6 146:14	complain (1) 134:20	consent (5) 35:1 54:19	116:19,20 120:14	62:7,11,21	dawson (1) 158:3	depend (1) 48:19
clout (1) 49:13	complaint (2) 136:20,22	56:20,21 116:23	123:23 128:18,21,22	correct (11) 5:15,19 9:8	day (19) 1:23 6:21	depended (1) 128:6
cm (3) 133:10,16 134:1	complaints (3)	81:19,21 160:14	129:4 132:5 133:15	29:21 56:10,20 71:8	11:23 12:18 14:17	dependent (1) 10:22
collate (1) 94:12	137:15,15 172:9	consider (18) 22:17	134:4 135:11,24	109:6 111:20 185:1,3	28:22 34:10 37:24	depending (1) 104:4
collateral (4) 102:10	complete (6) 17:23	30:18 33:11 35:3	136:18 138:2,8,13	correcting (1) 8:20	41:1 46:15 48:14 79:7	dept (1) 37:14
103:5,18,22	159:2 168:20 183:17	38:16 54:21 58:1	139:5,7,13	correctly (1) 180:25	90:7 102:17 103:1	describe (3) 147:6
collating (2) 182:20	184:1,2	74:2,20 78:24 86:1	145:3,4,6,10,14 147:6	corrects (1) 7:20	132:2 155:21 173:2	177:3,9
183:12	completed (6) 65:21	115:7,17 127:1,21,25	152:23 153:9,21	correspond (1) 125:9	175:5	described (3) 114:6
colleague (2) 60:16,21	78:12,14 79:14 93:6	174:8,16	156:16 157:5,16	cost (6) 23:8 32:4,7	day2814824 (1) 2:11	136:16 183:10
colleagues (1) 60:22	182:10	consideration (6) 39:20	159:13,14 160:8 170:3	34:1 38:8 135:18	day2814925 (1) 2:13	describing (1) 147:22
collect (2) 170:2 184:7	completely (1) 124:16	40:8 44:5,11,16 85:1	173:1	costing (4) 41:17,21	day281498 (1) 2:11	description (2) 122:13
colour (2) 43:21 55:5	completeness (1)	118:13 135:10 142:9	contracted (1) 98:15	47:15 150:24	day281521021 (1) 2:19	155:14
coloured (1) 35:8	181:23	58:5,10 77:14 80:6	contracting (1) 100:9	costs (1) 147:14	day2815816 (1) 13:8	descriptions (2) 179:19
colours (3) 22:14 34:15	completion (12) 85:22	118:13 135:10 142:9	contractor (21) 22:20	couldnt (9) 2:3,9,12	day288515 (1) 16:7	180:23
39:19	91:16 92:22 93:23	consisted (1) 121:14	65:6 68:18 73:2,17	10:2 20:9 48:5 120:4	day28948 (1) 15:25	design (29) 23:1 29:25
column (2) 92:25 176:8	118:18 146:8,22 147:1	consistently (1) 63:24	87:6 105:6 116:13	163:18 177:5	day28965 (1) 15:25	31:1 38:20,20 39:2
combination (1) 59:15	164:6,14 179:5 183:21	constructed (1) 169:6	118:15,20,21	counsel (3) 1:18 177:18	day293425 (1) 54:16	58:24 59:3 64:13
combustibility (2) 109:5	completions (1) 170:10	construction (8) 22:19	138:19,24 156:25	187:5	day71074 (1) 104:16	70:4,22 71:2 72:2
127:22	compliance (5) 22:23	29:25 68:23 72:7	160:11 161:5,13,15	counterintuitive (1)	days (5) 2:18 26:7	76:16 87:14 99:19
combustible (1) 95:18	66:25 107:20 135:15	73:1,16 87:14 121:8	175:23 182:1,2	33:9	102:22,24 184:15	100:19,21 115:9 126:8
come (21) 1:6 4:16	168:12	consult (1) 56:12	contractors (5) 30:6	couple (3) 2:18 24:3	deal (10) 47:11 50:15	128:17,20 130:17,19
30:16 82:15 87:21	compliant (18) 13:4	consultancy (3) 86:20	66:15 78:6 80:16	31:21	74:7 128:6 134:14	131:1 138:19
105:23 134:19 136:19	63:12	87:3,10	152:9	course (7) 1:14 26:10	137:8 138:15 140:5	161:11,12 184:24
139:10 141:2 149:1	79:12 95:22 118:1,2,10	consultant (7) 30:8	contracts (20) 18:16	71:5 72:19 123:21	154:4,14	designed (1) 122:3
159:11 166:15 168:2	119:5,10,15,18,23,24,25	37:4 68:5 70:18,23	19:14 61:10 72:3 75:3	154:18 174:5	dealing (4) 59:25 108:6	designer (4) 129:24
170:11 175:8	131:21,22 168:3	87:7 135:18	97:9 121:8 131:2	covered (2) 88:13 91:22	120:18 154:7	182:5,15,18
177:11,13 178:1	169:16	consultants (4)	138:10 151:9,24	cow (3) 135:14	deals (1) 77:12	designers (2) 30:7
180:21 184:13	complied (4)	66:15,16 79:9 105:18	153:4,5 154:13,21	146:12,15	dealt (4) 81:21 95:24	126:13
comeback (1) 101:5	107:1,13,16 115:9	consultation (1) 72:5	157:20,22,23 159:11	161:1	132:15 142:11	designs (4) 129:18,20
comes (5) 7:11,13	complying (1) 107:10	consulted (1) 75:5	165:2	crawford (4) 82:5	dear (2) 101:14 102:7	130:6 184:23
61:11 158:18 173:2	composite (1) 27:4	consulting (1) 79:24	contractual (9) 68:16	102:25 103:6 165:16	debate (4) 23:5,18	desire (1) 2:16
coming (8) 45:18 70:7	compromise (2) 46:25	consumer (1) 131:23	69:24 70:1 72:11	critical (3) 127:2	104:11 122:12	desired (4) 135:23
103:19 113:24 119:3	47:13	contact (20) 4:23	84:24 100:13,19 104:1	159:14,19	debbie (1) 32:7	138:1 140:15,25
146:11 157:22 185:8	concern (6) 139:3,4	5:5,8,21 6:10 7:3 9:13	132:9	criticising (1) 137:7	december (9)	despite (3) 121:25
comment (7) 15:21	154:17,22 161:9,11	11:20 13:14 21:13	contractually (1)	criticism (2) 159:25	80:10,13,22 101:9	126:10 161:3
33:18 52:18,19 63:1,3	concerned (16) 48:21	65:22 67:23 72:4 75:3	128:14	161:17	110:5 112:8 115:2	destroyed (1) 124:16
156:13	73:10,24 74:1 77:4	135:21 137:24	control (38) 37:13,16	cross (1) 77:4	144:25 172:12	detail (5) 25:15,16
commented (1) 62:24	79:7,11 101:4	165:3,15 166:24	63:10 69:9 70:25	crossed (1) 17:18	decided (5) 44:4 60:10	143:19 170:24 171:8
comments (3) 62:4,8,18	110:8,10 112:14	176:17	71:20 73:9,23	cs (4) 114:24 176:4,6,8	67:15 70:13 174:15	detailed (5) 24:14 25:8
commercial (7) 97:8	126:16 146:13 167:24	contacted (4) 2:17 5:18	117:13,24 118:2,5,9	cst00000085 (2) 75:18	deciding (1) 19:8	55:17 56:2 77:5
104:4 140:6,12,13	169:9 180:15	165:17 166:22	119:6,13,17 120:2,4,5	77:8	decision (4) 31:18 49:17	details (6) 22:14
141:8,15	concerning (1) 139:13	contacting (4) 65:25	130:1 146:12 164:24	cst000000859 (1) 77:11	173:8,25	23:6,9,19 55:22
commission (1) 129:25	concerns (8) 104:7	66:8 165:14,19	165:1,8,10,21,25	cst00001284 (1) 106:21	decisionmakers (2)	167:11
commissioning (1)	132:12 154:18 159:7	contain (1) 182:12	166:1,12,24 167:21,24	cst0000306342 (1) 95:7	16:13,23	determine (3) 27:7
170:10	160:4 164:18 174:10	contained (3) 124:17	168:7,11,19,25 169:3	curious (1) 76:11	decisions (5) 11:12	70:15 169:14
commitment (1) 26:10	177:4	125:15 162:7	185:1	currently (3) 26:15 32:6	132:25 134:10,15,21	develop (1) 79:22
committed (1) 45:24	conclude (3) 49:18	containment (1) 125:12	controls (1) 119:4	37:8	deed (9) 97:3 98:9,13	developed (1) 130:18
common (2) 32:17,19	98:18 170:9	contains (1) 137:23	convenient (1) 53:15	cut (2) 50:5 160:2	102:9 103:12 104:9,18	development (6) 28:18
communal (1) 91:20	concluded (4) 64:6	content (5) 27:22 83:11	conversation (11)	cw (3) 91:13,16,17	105:10,21	55:10,14 73:5 128:17
communicate (1) 69:1	98:25 104:24 105:1	84:21 163:14 171:20	2:10,12 9:11 11:6		defect (1) 179:11	131:1
communication (1) 83:1	conclusion (12) 66:22	context (15) 14:24 41:8	12:14 26:20 32:12		defects (7) 179:8,20	dialogue (2) 16:4
communications (3)	77:22 88:11 105:17	88:15 89:5 92:7	63:21 95:25 105:7		180:6,10,21 181:3,4	133:15
74:3,22 83:9	125:18,25 126:4,6	102:18 107:10 114:1	110:14		define (1) 147:3	didnt (107) 2:13 8:13
company (5) 33:1 57:7	127:6 145:4,10 173:15	126:3,21 149:22 155:4	conversations (1) 95:20		definitely (2) 48:17	9:15,16,18,24,25
83:20,21 86:19	condition (4) 43:19	156:1 172:13 183:8	convinced (4) 34:16		127:5	10:1,2,4 11:9 13:19,20
comparable (1) 18:19	55:16 92:10 105:15	continuation (1) 45:13	35:6 36:1 155:19		definition (1) 122:12	14:22 15:1,11 16:25
compartment (1)	conditional (5) 2:15	continue (4) 50:15	coordinating (1) 105:5		degree (3) 43:14 129:21	18:22 19:12 23:21
122:24	55:11 56:4,15,21	146:12 147:25 158:13	coordinator (1) 179:3		130:7	24:14 36:5 37:1 41:6
compartmentalised (1)	conditions (1) 56:1	continued (8) 1:7,18	copied (29) 2:3 6:24 7:2		delamination (1) 59:21	42:9,14,22 43:6 47:21
126:11	conduct (1) 32:17		26:8 37:25 45:6 50:8		delayed (1) 178:11	51:21,24 52:2 53:14

D

d0 (1) 114:24

damage (5)

124:13,20,20 125:6

126:10

damaged (1) 120:25

daniel (4) 99:17 101:10

102:18 123:8

Opus 2 International
Official Court Reporters

transcripts@opus2.com
+44 (0)20 3008 5900

136:19 144:9 151:19	fell (1) 136:14	127:3,11,13,21,25	146:3 162:11	gain (6) 50:25	goodwill (1) 173:14	29:13,20 32:20,23
166:16 169:5 171:14	felt (2) 28:21 70:4	128:14 129:2,13,14,20	follows (1) 138:4	51:1,5,6,12 165:25	governance (1) 59:13	33:19 41:22
175:2	feira (2) 6:17,25	130:6 131:5,5	followup (1) 178:21	gap (1) 98:19	grange (1) 185:20	44:12,17,22 47:5,22
explained (2) 35:8	ferrier (6) 18:13,15	firebreak (4)	foot (1) 65:9	gaps (4) 23:6 114:2,8	granted (7) 35:1 54:19	50:9,24
159:21	21:15 58:15,19 120:10	122:7,14,18,22	fordham (4) 82:2 83:6	167:22	55:2,8 56:3,9 145:12	51:1,4,6,15,21,22 52:2
explanation (1) 148:5	few (5) 41:1 102:22,24	firebreaks (3) 121:14	85:12 131:12	gas (1) 79:21	grateful (4) 172:8 178:7	57:13 61:3 118:22,24
explicitly (1) 131:18	167:12 179:5	122:9 126:19	forgive (1) 138:18	gave (10) 1:21 4:12	184:15 185:13	121:16 122:3 123:8,9
explore (7) 17:16	fifth (1) 20:4	firestopping (2) 91:24	form (9) 63:19,20,25	22:5 84:16 87:24	great (2) 128:6 138:15	125:8,25 130:5 169:6
42:18,22 54:22 71:1	fight (1) 48:22	93:5	64:3,7 69:15 91:14	104:24 133:18 145:14	greatly (1) 52:21	harleys (14) 23:1 33:12
110:1 115:15	figure (4) 45:23 49:15	firestops (2) 126:9,19	92:24 93:20	174:4 185:12	grenfell (43) 6:2 16:18	47:15 51:7,19 52:4
explored (1) 99:11	52:14 53:10	firm (1) 72:3	formal (14) 11:23 43:19	general (9) 30:7 44:25	18:20,23 27:24 30:14	53:10 110:6 121:4
express (2) 138:7 161:8	figures (1) 29:10	first (56) 2:23 3:16,17	45:18 72:10 84:23	45:1 77:20 78:1,2	52:24 57:20	124:23 129:25
expressed (4) 62:5	file (40) 31:25 92:22	5:16 8:5,8 21:7 24:5	92:22 98:9 100:20	131:4 155:10 180:3	58:13,15,17 62:16	130:13,23 169:11
77:21 138:12 179:23	93:16,25	27:2 38:1,11 41:10	102:5 104:1 124:8	generally (7) 70:18	71:23 73:1,15 77:10	harris (9) 31:22 32:14
extending (1) 52:22	94:4,9,11,12,22 95:3	44:21 45:2,8 46:23	132:6 165:6,8	87:25 105:9 155:25	88:19 90:11,13	33:4 34:5 45:4,14,16
extension (1) 145:11	162:3 163:3,14,20,24	47:3 48:7 50:24 51:4	formalities (2) 88:13	170:11 180:15,20	101:12,20 102:8	46:15 52:11
extensive (4) 122:5	164:8,15,20	53:5 54:15,23 65:11	89:14	generated (1) 27:17	107:1,25 108:5,15	hasnt (1) 17:22
124:14,18 125:16	169:13,16,21,25	68:10 71:6,24 72:19	formally (1) 17:10	gentleman (1) 121:22	122:21 127:15 128:16	haunts (1) 185:2
exterior (3) 56:23 92:6	170:5,6,8,14,16,22	73:14 75:22 80:12,24	format (2) 28:11 184:10	gentlemen (1) 88:25	129:5,10,22,24	havent (7) 4:11 32:22
131:6	171:6 181:6	85:2,9,12 98:11,17	formed (1) 141:23	get (21) 1:10 9:1	130:8,17 141:3	84:8 104:10 117:7
external (9) 20:18 55:24	182:3,10,14,21	99:20,24 103:20	forming (1) 105:10	13:19,20 25:4 50:16	151:3,6,13 173:19	142:23 177:20
77:13,16 90:24 95:18	183:1,5,13,17,22	108:21 114:19 117:22	forth (1) 97:23	61:13 69:21	176:13 179:2,19	having (11) 2:9 15:14
124:20 128:13 129:2	184:2	118:14 121:21 124:12	forthcoming (1) 144:14	103:9,17,21 104:24	group (7) 1:25 162:16	16:9 37:5 46:3 89:25
extra (2) 32:4,7	files (1) 169:23	140:17 144:21 146:5	fortunately (1) 26:12	105:2 117:8 130:23	169:15 171:5,15,19	95:25 110:14 124:14
extremely (1) 113:25	final (7) 48:18 101:10	150:22 154:15	forum (1) 147:2	144:18 145:7 156:25	184:1	128:5 182:14
extremes (1) 126:10	145:4,15 162:11	159:2,16 164:9	forward (18) 3:24	173:16 178:23 180:24	guarantee (1) 172:3	head (5) 37:7 122:7
	171:11 184:12	172:10,15	13:5,17 15:15 27:4,9	getting (8) 21:16,17	guest (10) 2:25 3:1	123:7 124:19 125:16
	finalised (3) 105:12	firsthand (2) 127:12,17	40:5 52:25 65:23	98:25 148:17 159:2,16	4:4,13,24 5:11 6:22	heading (3) 55:11 91:8
	128:20 159:17	fit (2) 11:17 17:25	66:1,9 67:14,24 98:6	161:6 176:16	7:12,13 8:19	176:3
faade (5) 87:15 90:24	finally (1) 144:16	fitted (1) 171:21	132:23 135:1 139:25	gibson (2) 29:11 181:10	guide (1) 144:10	headline (1) 120:19
92:6 115:9 121:14	financial (8) 31:13	five (2) 155:6 172:5	160:18	gift (2) 150:1 184:20	guy (2) 61:2 150:7	health (36) 92:21 93:16
fabric (1) 122:4	36:22,24 37:8 42:25	fix (7) 28:3,7 48:18,21	forwarding (3) 14:4,7,16	give (14) 2:7 14:2		94:4,9,11,22 95:2
fabrication (3)	105:11 135:17 141:6	49:20 55:5,5	found (2) 14:7 168:18	25:18,19 53:6		162:3,8 163:2,13,23
23:6,19,24	find (6) 12:22 15:8	fixed (4) 34:14 50:14,22	fourth (1) 144:4	87:13,17 102:18 105:3	h92 (1) 108:7	164:8,15,19
facade (3) 27:3	17:24 78:7 152:5	95:15	fr (7) 62:7,11,20 95:17	107:19 117:10 155:21	hadnt (13) 33:8 48:4	169:13,16,21,22,25
126:9,15	176:2	fixing (8) 23:6,19,24	96:4,8,11	177:21 185:8	77:5 80:20 81:16	170:5,5,8,14,16,21
face (10) 28:3,7 34:14	finding (1) 167:25	38:6 39:13 48:12 55:5	fr5000 (6) 107:23	given (28) 21:22 42:10	118:11,12 119:18	171:6,24 176:24 181:6
38:6 39:13 48:20	fine (1) 103:16	126:13	108:4,19,21 109:2,15	44:6,11,16 61:5,5	134:1 145:11 166:18	182:10,13 183:1,5,22
49:20 50:14,22 55:5	finer (2) 12:2,19	fixings (3) 95:18	fra (10) 87:10,19	66:14 79:13 93:14	168:9,23	184:2
faced (1) 108:19	finish (6) 37:19 39:19	114:3,10	88:2,13 89:1 90:11	94:6,10,24 103:10	half (1) 36:19	hear (2) 1:4 185:10
facefixed (8) 34:23	43:21 50:3 145:7	flag (2) 146:12 161:2	93:16,17 94:21 95:2	109:23 116:2,12,16	halfway (1) 45:15	heard (2) 162:10 165:6
35:22 36:5,8,18	173:1	flame (1) 24:25	frank (1) 4:8	118:4 128:12 129:1	handed (1) 162:4	hearing (2) 1:4 186:2
44:4,18 128:1	finished (3) 19:25	flammable (1) 122:1	free (1) 185:13	130:11 143:14,21	handing (2) 156:23	heat (2) 122:5 126:10
faces (1) 55:24	148:1,2	flashed (1) 54:16	french (1) 32:7	154:13,22 168:17	171:6	heavy (1) 23:14
facetoface (1) 169:1	finishes (2) 33:24	flashover (1) 64:8	friday (2) 45:10 140:4	176:12	handover (12) 148:9	heggs (1) 174:22
factor (1) 127:2	181:25	flat (4) 121:11 122:1	frognal (2) 101:19,22	giving (6) 2:20 22:3	156:16 157:4,8,10	height (1) 23:9
failure (2) 115:25	finishing (1) 159:18	126:11 127:3	front (2) 34:14 61:14	24:12 83:18,23 84:3	162:12 164:1,4,5,5	held (3) 20:2 65:7 138:3
179:16	finite (3) 141:10 170:24	flats (11) 122:3	frustrated (2) 152:14,16	goals (1) 26:25	170:22 172:22	hello (1) 80:15
fair (20) 9:2	171:7	131:20,22,24	frustrating (1) 146:20	goes (7) 24:1 26:22	handovercompletion (1) 146:18	help (10) 41:14,15
10:9,13,14,17,19,23	fire (120) 24:20,22	158:14,16 160:11	fulfil (3) 92:4 153:7	27:19 31:4 82:12	handovers (2)	52:21 59:10 67:22
16:21 34:21 37:10	25:20 40:8,14 43:25	172:21 173:13 179:18	169:17	146:19 181:17	172:20,23	86:12 93:2 150:7
39:23 47:3 51:12,20	44:6,13,17 62:16,20	180:10	fulfilling (2) 75:1 131:2	going (48) 1:4 9:1	handwritten (2) 95:16	159:1,22
52:1 103:13 136:13	64:8,17,22,22 65:21	flip (1) 45:12	fulfils (1) 183:10	11:10,13 12:22,25	96:4	helped (1) 64:12
155:13 156:5 161:5	66:22 67:14,17	floor (1) 121:11	full (4) 15:24 17:23	13:5,8,16,21 14:3,7,16	hang (1) 59:4	helpful (2) 180:22 185:9
fairly (2) 80:18 81:5	68:5,17 69:4,6,15	floors (2) 124:18 125:15	29:19 117:22	15:15 20:13 29:15	hannibuss (3) 149:16,19	helping (2) 176:10
fairness (1) 14:24	70:5,7,10,17,22	flow (2) 139:1 145:16	fullblown (2) 129:13,14	37:6 42:20 53:17 57:4	154:8	184:15
fait (1) 168:6	73:3,3,18,24 75:20	flowed (2) 70:2 73:4	fully (3) 131:22 144:5	65:23,25 66:9	happened (5) 100:17	hence (1) 69:12
familiar (7) 76:21 99:6	76:12,25 77:6,9,13,16	flows (1) 98:13	168:6	67:14,23 72:24	110:17 142:4 158:11	henton (22) 1:25 2:9
109:1 115:4 123:3	78:12,15,19,24	foam (1) 113:6	function (2) 94:16	74:3,22 84:2 94:21	160:20	5:10,20,24 6:16,24
157:15 176:15	79:6,14,22 80:19,25	focus (8) 36:3 144:21	169:17	95:6 96:14 114:11	happy (6) 72:15,17	7:8,12,13 8:6,12,24
familiarise (1) 174:9	81:6,20 82:17,22 83:4	146:4 150:22	fundamental (1) 172:20	118:14 119:1,20	100:4 143:1 148:20	10:7 11:8 16:12
far (6) 101:4 110:8,10	85:2,16 86:8,11,16	159:13,15 161:14	further (20) 1:4 12:23	128:25 133:20 142:5	175:12	40:20,20 41:16,20,24
112:14 159:1 161:6	87:13,17,25 89:13,16	162:17	17:16 30:25 31:4 46:5	143:25 148:14 152:15	har000101607 (1) 31:20	43:7
farce (1) 161:2	91:8,10,15,19	focused (2) 82:19 92:8	69:20 91:11,12 124:20	158:1 160:10,15	har00010169 (1) 121:3	hantons (8) 3:1 4:18,23
favour (1) 102:10	92:7,9,23 93:6,21	focusing (2) 38:12	139:25 146:6,23	161:25 177:12 178:5	121:18	5:5,8 8:18 42:3,23
february (8) 88:10 91:3	94:2,8 96:8,9 108:24	159:25	169:12 177:14 178:20	gone (7) 17:7 84:7	har000101694 (1)	here (21) 6:14 27:24
98:9,21 103:12 105:10	113:20 114:23 116:4,5	foil (1) 108:19	182:19 185:5,6,21	100:7 123:19 131:5	121:18	32:23 45:8 82:16,22
146:9 174:22	120:11,20	follow (7) 14:6 46:14	future (6) 46:25 47:14	163:16 185:10	har000101694 (1)	109:13 111:2,3,8
fee (4) 76:6 84:3,4	121:1,4,10,16,25	64:2 109:4 113:19	61:12 77:17,23 172:23	good (18) 1:3,8,9,20	121:18	130:14 139:8 143:17
135:18	122:2,2,3,24	155:9 167:6	fyi (4) 45:11 46:7,20	24:7,13 31:15 38:3,5	har00017538 (1) 178:24	153:21 158:11,25
feedback (1) 175:7	124:16,17,18	followed (1) 92:17	50:12	39:12 103:3 105:24	hard (4) 34:22 48:22	159:8 161:23 180:19
feel (1) 172:25	125:12,12,14,16,21,22	following (7) 4:3 55:18		136:25 148:21,22	51:22 155:8	181:23 182:9
feels (2) 9:4 144:13	126:1,1,12,14,19	95:16 101:17 118:19		156:22 173:10 174:5	harley (37)	hes (19) 8:15 25:15,16
fees (2) 100:3,5					28:3,5,8,10,11	
			G			

28:17 49:15 83:25 86:15,16 111:8,18 139:19 142:15 143:17,18 151:10,16 152:15,16 158:3 hi (5) 3:13 7:1 12:6 45:17 52:12 high (2) 57:14 159:4 higher (1) 7:11 highlighted (1) 168:9 highrise (4) 18:17 19:10,13 127:13 himself (4) 7:20 67:22 136:23 152:5 hindsight (2) 113:13 184:20 hiu (1) 175:4 hoc (3) 75:6 83:3,11 hold (3) 135:6 138:6 158:25 holdings (6) 162:16 169:15 171:5,15,19 184:1 holds (1) 143:17 hole (2) 150:2,5 holt (1) 158:10 home (1) 176:21 homes (1) 131:20 honest (2) 42:3 46:1 hook (1) 101:3 hope (3) 103:3 111:18 140:22 hopefully (1) 144:12 hoping (3) 51:14,20 52:1 hours (1) 12:18 house (3) 120:11 121:12 124:4 127:11,14,21,25 129:12,18,23 130:4,9,25 houses (1) 131:16 however (7) 26:12 46:1 95:10,20 124:17 126:8 150:25 hs (6) 93:25 163:20 181:5 182:2,21 183:13 hta (1) 61:18 huge (2) 144:16 145:12 hughes (13) 82:2 88:8,23 110:3,14,21 111:2,10 112:4,14 162:10 172:16 179:1	ill (5) 1:13 12:20 26:14 102:18 156:1 im (73) 13:8 20:13 24:13 27:21 31:11 33:7 34:19 39:3 41:13 42:9,16,18,22 44:10,15 47:20 53:9 56:25 57:7 63:13 65:13 68:3 71:21 73:18 75:9 78:22 79:7,18,18 80:17 83:9 95:6 96:14 99:6 103:20 109:19 114:14 117:8 125:21 128:19,24,25 129:24 130:21 133:22 140:22 142:3 143:17 145:1 147:16,23,25 148:19 152:2 156:22 160:2,15 161:25 162:20,24 163:20 164:7 172:2,8 176:15 177:12 178:5,7,13,21 180:5 184:15 185:10 imagine (10) 41:18 46:10,12 60:12 67:5 84:9 93:8 132:10 140:18 176:16 immediate (1) 120:24 immediately (1) 157:1 immensely (1) 185:9 impact (1) 115:8 imperative (1) 173:22 implication (1) 81:20 implications (12) 23:8 36:22,25 37:8 40:25 41:24 42:5,25 43:12 135:19,24 138:2 importance (4) 127:12,18 128:12 129:1 important (10) 25:6 36:4,6,12,13 124:3 130:15 167:3,5 174:3 importantly (6) 34:17 35:7 36:2,3,3,7 impression (3) 61:6 104:20 134:6 improve (2) 51:8 133:8 improved (3) 132:24 133:4 134:7 inaccuracies (1) 167:20 inaction (1) 158:25 inasmuch (1) 80:4 inception (1) 72:5 incident (3) 120:19 121:4 123:2 incidents (1) 129:11 include (4) 21:12 94:21 135:25 159:15 included (12) 92:21 93:10,16,24 94:9 95:2 121:6 135:24 138:2,8,13 139:13 includes (2) 24:5 143:5 including (6) 30:11 95:9 100:4 136:11 140:6,25 incoming (1) 157:5 incompetent (5) 152:9,11,18,24 153:23 incumbent (2) 19:14,16 independent (1) 111:5 index (1) 187:1	indicate (1) 10:22 indicates (1) 14:3 indicating (1) 23:22 individual (3) 79:10 157:20 176:23 individualbyindividual (1) 176:25 individually (1) 63:10 individuals (1) 177:8 induction (2) 65:6 175:23 industry (2) 62:17,18 inferior (2) 27:5,7 infiling (1) 114:2 influence (3) 48:20,25 49:24 inform (2) 66:23 70:19 informally (1) 17:10 information (58) 21:21,24 22:3 25:11,13,23,25 26:15 27:6 28:14,15,25 29:3,4,8 37:5 58:25 59:12 61:13 65:10 67:19,21 94:11 113:20 118:7 119:7,19,20 120:3,5 132:14 133:12 139:2 141:6 143:8 147:7 157:16 162:7 163:7,13,20 165:20 166:11,23 167:21 168:12,20 170:2,4 182:13,21 183:3,5,13,18 184:4,7,10 informed (2) 8:15 120:20 informing (1) 111:16 informs (2) 3:15 79:21 infowarranties (1) 21:14 inherited (1) 182:14 inhouse (2) 38:21 64:16 initial (4) 72:4 76:16 78:6 103:10 initials (4) 92:25 93:14 94:7,24 input (3) 70:5 88:14 89:12 inquiry (5) 1:18 104:17 109:23 184:13 187:5 inside (1) 121:11 insolvencies (1) 160:11 insolvency (1) 96:17 inspect (1) 158:14 inspecting (2) 95:8 158:15 inspection (3) 95:21 158:7,9 install (2) 113:23 150:8 installation (2) 128:7 180:16 installed (4) 57:13,24 109:16 128:21 instance (4) 84:7,9 100:18 103:21 instead (3) 27:15 58:16 100:1 instructed (2) 66:7 184:1 instructing (1) 86:1 insulating (1) 110:11 insulation (20) 57:14,17,24 58:6,7	107:24 108:5,8,9,22 109:12,16 110:9,13 112:17 114:19 117:15 118:12 121:15 127:22 insurers (1) 123:20 intact (2) 122:2 126:15 intending (1) 29:18 intent (1) 98:12 intention (2) 29:16 96:16 interest (1) 31:13 interested (1) 27:21 interface (1) 173:11 internal (4) 126:2 146:2 160:23 172:20 internally (1) 3:7 intervene (1) 49:19 intimately (1) 30:12 into (27) 7:2 9:25 10:4 24:12 33:15 58:10 72:10 84:17 99:10 100:5,7 126:2 129:4 145:19 157:22 159:16,23 160:8 161:6 169:20 171:21 173:13 176:20,20 182:13 183:18 184:4 introduce (1) 91:11 introduced (1) 133:18 introducing (1) 132:23 introduction (6) 121:6 124:12 159:13,23 175:24 177:2 invite (2) 133:2 175:17 invited (2) 139:12 142:3 invoices (2) 105:20 149:15 involved (16) 3:7 19:17 23:10,22 30:13 38:19 39:1 45:6 59:25 71:17,25 79:4 97:23 126:13 138:22 176:22 involvement (11) 23:14 37:2 70:18 108:14 109:1 120:18 129:11 130:25 135:6 164:25 184:18 isnt (9) 16:12 48:7 56:17 68:1 69:10,12 83:20 96:18 181:20 isolated (1) 95:11 iss (1) 80:19 issued (5) 63:16 80:19 102:19 114:20 161:11 issues (17) 22:22 45:5 73:10,24 76:24 135:16 137:8 140:14 146:16 147:16 153:5 154:5,7,15,23 176:24 180:24 item (7) 91:7 92:17 136:13 155:17 168:22 181:16,18 items (11) 24:3 52:16,18,19 90:12,18 122:1 136:17 139:7 143:19 159:17 its (119) 2:15 5:15 6:15,20,20 12:11 13:7 15:5 17:14 18:7 21:17 22:4,7 24:13 27:16 31:13,22 33:1,15,16 34:24,24 36:14 37:23	39:24,24 50:11 55:10 57:16 59:7 61:11 66:24 67:9,18 68:3,3 69:10 71:15,16 76:19 79:11 80:14 81:24 83:2,10,16 85:4,13 90:8 91:8 92:24 93:17,17 96:17 99:23 100:13,17,17,25 101:7 103:19,25 104:3,16 105:15,24 106:24 109:5 116:12,15 117:9 121:5 122:13,24 129:4 132:8,11 133:8,12 136:25 138:21 141:6,12,19 145:1,1,25 146:2,2 148:22 151:9,10,15,19 152:4 154:11,20 155:2,16 160:23 163:8,16,16,21 167:5 169:10 170:2 172:21 174:5,5 175:22,23 180:21 183:2,8 184:12,21 185:9,10 itself (10) 30:1 51:14 62:16 88:1 98:7 147:14,18,20 180:23 184:2 ive (45) 9:20,21 14:23 21:9 22:13 23:3 24:3 26:25 36:19 40:7 42:4 43:8 46:2 51:11 56:18,18 59:11 62:22 68:10 75:9 81:9 82:25 85:16 94:1 96:10 104:10 105:23 112:15 114:6 115:24 116:7,12,15 125:9 127:7 145:24 147:15 150:11 159:12,20 160:4 161:19 169:22 177:11 182:25	judella (3) 6:17,25 7:2 july (6) 1:1 139:22 140:4 142:17,24 186:3 jumped (1) 160:18 june (11) 44:22 45:11 48:14 50:8 53:3 93:7 149:14 162:17 163:25 164:9,20	K k15 (15) 109:12,15 110:15 112:5,24 113:2,16 115:8 116:2 117:1,15 118:6,24 119:8,20 katie (3) 4:7 12:17 29:11 kc (2) 12:22 39:8 kctml (1) 12:7 kcymo (5) 20:18 41:4,6 48:21 68:6 keen (1) 8:25 keep (5) 35:21 48:5 81:14 83:12 173:14 keeping (1) 34:7 kelly (3) 178:25 179:3,23 kensington (3) 3:14 25:19 49:2 kept (2) 33:24 178:13 key (1) 144:15 kick (1) 155:10 kickoff (1) 146:18 kin00014639 (1) 114:18 kind (6) 49:13 58:6,7 72:22 84:13 136:14 kingspan (24) 109:12,15 110:6,8,12,15,22 112:16,24 113:1,2,5,11,16,16 114:4,15,19 117:1,15 118:6,24 119:8,20 knew (10) 5:16 15:15 20:22,25 57:22 119:6,18 128:10 129:6 133:19 know (127) 2:13 7:24 8:4,5,8,11,12 9:12 10:19,21 11:5,9,10,17 12:8 13:17,21,23 14:12,22,24 15:1 24:24 25:1,6 27:6 28:23 32:4 33:1 34:1 35:2 38:16,22 42:8,11 43:7 44:19 47:20,25 49:3,4 51:7,19,21 52:2 54:20 57:18 63:15 66:2,11 67:21,25 71:5 72:6 74:11,14 75:8 78:1,14,16 81:1,4,8 83:13 87:24 98:7,10 102:1 103:22 104:11 107:22 109:17,18 111:11 112:4,7,12,24 113:5 115:21 118:6 120:2,4 122:12 124:8 125:2,21 126:17 129:6 131:4,7 132:4 134:6,11,12 139:17 142:4 144:24 145:19,20 152:2 153:2,2,6 154:16,16 155:15 157:2 160:6	162:12,13 166:10 168:8 169:2,4,23 170:19 171:12,13,14,15,18 175:24 177:6,24 178:6 179:4 knowledge (20) 38:18 44:5,11 49:21 53:12 58:23 63:9 65:1 71:19 81:17,18 86:18 87:1,13,16 96:7 107:19 115:23 127:12,17 known (2) 112:5 118:7 kooltherm (11) 109:12,15 110:15 112:5 113:2,16 115:8 117:1 118:6 119:8,20
L							
labour (2) 38:10 156:25							
lack (2) 140:13 141:14							
lady (2) 60:16,21							
lag (1) 104:3							
landing (1) 161:3							
landlord (3) 86:15,17 89:17							
lapse (2) 168:17 169:5							
large (5) 46:23 47:3,9 48:7 179:7							
last (11) 26:22 51:18 52:20 80:19 92:18 142:19 151:3 155:5,8 174:24 184:15							
late (2) 85:20 147:12							
later (9) 7:20 8:19 11:22 37:24 41:2 48:15 50:5 56:21 90:7							
lawrence (60) 18:24 19:11 20:9,12 21:7,25 22:2,5,10,12 23:2,13,15,22 24:9,15 25:4,12,17 26:1,6 27:14 34:10 35:20 37:24 40:11 45:10 48:11 49:1 50:8,10 65:24 66:7,17,19 67:1,8,13,22 78:11,18 97:15 134:3,20 137:22 138:7 139:11,22 141:20,22 142:18 149:14,24 150:10 151:5,12,17 153:25 156:16 157:3							
lawrences (3) 49:11 150:21 152:10							
lay (1) 163:6							
laying (1) 31:5							
layout (2) 66:24 70:19							
lea (2) 101:18,22							
lead (4) 22:15 85:8 155:22 161:12							
leading (1) 25:10							
learn (2) 151:5,12							
learnt (2) 124:6,7							
least (14) 18:20 19:18 25:18 37:7 49:12 50:5 61:5 79:14 134:9 142:8,9 151:3,7,19							
leave (2) 73:7 100:12							
leaving (3) 95:20 97:5 172:18							

led (3) 37:3 126:14 139:17	liquidation (1) 100:8	lots (2) 107:2,9	march (36) 1:22 2:1,18,25 4:4,18,25 5:15,18 6:7,10,18,20 8:24 9:6,17 10:8 11:3,21 12:4,17 14:4 15:8,16,18 16:12 17:9 18:5 19:18 29:11 81:14 131:10,13 132:18 133:22 134:13	36:11 70:19 79:22 122:24 128:8 176:16 182:2	middle (9) 16:11 23:2 52:10 91:7 102:17 114:22 121:20 149:13,24	33:6,10 38:10 47:5 50:2 72:9 81:10 123:13 128:25 141:21 144:12 146:9 159:2 160:15 161:6 166:9 172:1 178:5,15,17,18
left (5) 12:11 96:24 100:10 114:2 157:3	90:12,15,16,17 123:5,7,11,12 155:6 179:18 180:6 181:11	lovell (1) 121:8	lower (4) 8:18 80:18 81:6 108:18	meant (7) 10:17,20 34:21 41:7 47:20 53:7 182:6	midlevel (1) 131:23	morning (17) 1:3,8,9,20 4:4,5 6:23 48:15,16 54:13,16 56:19 78:11 90:12 106:20 140:4 173:5
legal (4) 97:4,5 104:13 123:19	listed (3) 24:3 26:25 91:5	lst (1) 131:25	ltd (1) 3:15	mechanics (1) 23:24	might (11) 22:23 33:14 35:15 37:23 104:8 115:8 119:25 132:8 144:12 148:17,21	most (4) 52:18 61:13 165:16 170:9
legals (1) 104:12	little (17) 2:7 6:21 8:17 12:18 18:2 46:3 48:14 72:8 81:10 108:18 110:1 140:9 143:8 144:12 146:7,20 155:7	lunch (3) 7:15 106:1,18	lynda (3) 173:13 174:14 176:10	mechanisms (1) 181:1	millett (37) 1:17,19 34:19 50:1,5 53:15 54:9,10 74:5,8,11 84:12 105:23 106:15,16 148:2,12,15,19,22 149:10,11 162:22,24 172:1,6,8 177:10,23,25 178:7,18 185:4,7,18,20,24	mouth (1) 67:11
legislation (1) 94:18				medium (1) 164:11		move (7) 98:6 132:1,16 142:14 148:12 162:24 173:6
length (1) 72:11				meet (9) 7:3 60:11 90:4 133:2 143:20 144:7 150:18 164:3 171:19		moved (1) 139:25
lengthy (1) 20:12				meeting (124) 8:3,8,8 11:22 20:2,6,8,16 21:11 22:4,15,17 24:4,12 25:5,9,10,23 26:7,11,24 28:22,24 29:1,4,6,7,9 32:2 33:10,23 34:12,25 35:2,16,20 37:1,2,6 38:11,23 39:5,15 40:6,9,15 43:23 54:18,20 56:12 60:1,6,13,15 61:3,9,14,25 62:4 63:18,22 64:1 65:6,8 67:4,6,25 78:6,6 88:9 89:2,20 90:11,18,21,23 91:1,2 92:14 93:11 94:20 133:1 135:20,21 137:20,24 138:3,4,6 139:12,18 140:1,3,12,21 142:3,5 143:1,7,16 144:23,24 146:6,18,22,23 147:8,10 155:5,5,24 157:17 159:4 166:17 169:1 174:24 175:3,8,21,24 177:2 181:8,13 182:4 144:13 146:25 155:8 161:10 164:2,12 175:14,16,19		moves (1) 134:25
less (1) 144:14					million (2) 101:23,23	moving (4) 40:18 44:22 64:10 173:14
lesser (1) 43:14					mind (7) 17:18 42:12 51:24 73:11 77:4 137:14 142:6	ms (4) 156:21 179:23 181:10 185:20
lessons (3) 124:3,5,7	lives (2) 126:14 128:8				mineral (6) 57:14,17,24 58:7,16 59:5	much (14) 11:9 27:17,22 41:21 43:14 53:16 54:8 111:13 146:20 169:23 185:7,8,14,22
let (22) 29:3 33:3 40:2 43:3 47:12 68:11 71:1 74:11 75:17 76:19 94:6 97:11 98:6 112:25 114:17 130:2,23 141:21 152:3 177:24 178:6,22	living (2) 124:17 170:24	m (3) 13:5,11,16	maddison (34) 2:10 3:14 4:19,24 5:6,7,8,21,25 6:16,20,24 7:8 8:6 9:7,11 11:2,20 12:7,20 13:11 14:3,7,16,19 15:7,15,23 48:19 49:12,19,22 143:25 181:10	material (18) 19:23 20:16,20,23 23:16,17,20 24:25 27:3 44:21 56:4 58:9 110:11,13 111:19,23 113:3 117:15	minute (9) 7:20 67:25 78:16 79:13,15 93:12 137:10 175:22 181:16	must (16) 13:18,22 14:9,11 17:18 21:2 29:18 85:3 93:4 120:6 140:17 142:25 158:24 167:7,13 179:11
lets (30) 6:13 7:11 8:16 12:25 13:7 45:2 46:19 50:11 58:21 74:9 77:8 84:3 98:6 101:12 102:4,15 103:21 110:1 119:25 123:5 124:10 125:14,23 126:6 132:16 150:21 158:17 162:24 175:5 182:16	llp (2) 100:5,7	main (3) 11:12 38:5 39:12	mainly (1) 152:8	materials (15) 23:23 30:8,13,20 31:14 33:20 34:7 55:17,24 56:16,22 112:17 113:11 116:21 168:21	minuted (1) 146:21	myself (3) 133:18 157:15 170:17
letter (8) 55:12 98:11 99:22,24 102:4,5,20 147:12	look (87) 2:23 3:23 4:2 6:12,13,19 7:11 8:16,17 10:6 12:1,15 13:7 20:4,15 21:7 31:24 34:9 35:25 37:11 45:2,7 50:6,11 52:7,9,25 54:25 55:9,15,15 57:10 65:19 76:21 77:11 79:10 80:11 82:7,9,12 85:12 88:6 91:7 92:16 95:5 99:20 101:8,12 102:16 106:21 108:2,6 110:4 117:20,21 121:3,18,19 123:1,5,10 124:10,15 125:23 126:6 131:11 132:22 134:25 137:19 142:22 144:3 145:21 149:13,17,24 150:21 151:9 153:24 155:1,16 157:22 160:15 163:15 174:20 175:20 181:16 182:16	maintain (1) 169:24	maintained (2) 55:23 153:11	max (4) 82:2 83:6 85:12 131:12	minutes (8) 19:19 20:2 41:2 65:6,11,12 66:4,5 67:9 78:5,13 91:2 92:14 148:24 157:17 164:2 172:5 175:21 181:19	
level (5) 92:11 130:16 159:4 161:5,16	long (13) 15:23 23:3 45:3 73:8,22 100:10,16 143:25 172:3,3 177:22 179:9 181:11	major (5) 38:8 39:14,17 80:18 81:5	majority (2) 72:2 84:18	maximise (4) 16:17,20 48:2 51:22	misleading (1) 43:11	
levels (2) 80:18 81:6	longer (4) 141:9 178:14 185:11,11	making (8) 30:21 36:6 44:24 56:12 97:6 125:11,20 165:24	making (8) 30:21 36:6 44:24 56:12 97:6 125:11,20 165:24	matter (5) 100:15 104:13 111:10 123:21 133:7	misled (1) 57:8	name (6) 60:3 61:1 90:15 100:6 173:13 176:17
liability (2) 145:15 181:4	looked (9) 12:16 31:21 35:18 46:16 106:18 143:23 144:1 175:22,25	man (4) 60:16,19 63:13 152:14	man (4) 60:16,19 63:13 152:14	matt (5) 85:11 131:12 132:3,17,22	misread (1) 94:1	namely (2) 34:23 111:3
liable (1) 64:8	looking (22) 9:5 21:19 30:11 40:24 51:18 75:22 81:23 90:17 92:9,10 119:11 136:13 142:8 146:9,17 147:11 157:19 163:17 172:2 176:22 184:17,17	managed (1) 154:23	managed (1) 154:23	matters (7) 136:10,20 137:13,16 138:5 142:6 147:15	missed (1) 68:10	names (1) 3:8
liaise (1) 91:13	looks (5) 9:5 33:25 89:11 92:8 138:3	management (5) 147:17 155:22 158:21 159:8,20	management (5) 147:17 155:22 158:21 159:8,20	may (2) 41:15 178:14	misunderstanding (1) 54:12	narrowly (1) 161:14
liaison (4) 135:14 174:9 176:3 177:6	loop (1) 83:13	managers (3) 131:3 136:10 153:6	managers (3) 131:3 136:10 153:6	maynard (20) 27:23 28:15 29:12 34:11 45:4,9,13,16 46:6,15 50:8,9 52:9 53:2,7 99:17 142:21,24 149:15,18	misunderstood (1) 160:3	nature (1) 176:25
lies (1) 69:7	loose (1) 47:21	managing (4) 40:21 75:3 135:17 138:20	managing (4) 40:21 75:3 135:17 138:20	max (4) 82:2 83:6 85:12 131:12	moment (6) 9:25 30:12 48:21 53:15 59:4 152:7	nbs (4) 58:9 108:3 109:14 116:2
life (1) 24:7	loss (2) 33:16 172:22	mandate (1) 65:4	mandate (1) 65:4	maximise (4) 16:17,20 48:2 51:22	monday (1) 4:25	near (3) 91:16 93:22 101:9
lifetime (1) 131:20	lot (9) 23:5,18 148:4 152:14 160:8,12,20 173:20 184:14	manner (1) 17:2	manner (1) 17:2	maximum (3) 20:19 21:1 48:23	money (2) 148:8 150:25	nearest (1) 32:9
lift (1) 91:21		manual (4) 162:9,11 171:11 181:5	manual (4) 162:9,11 171:11 181:5	may (2) 41:15 178:14	monitor (2) 155:7 168:15	nearly (1) 172:21
light (5) 22:16 118:4 129:17 130:3 140:25		mandate (1) 65:4	mandate (1) 65:4	maybe (2) 41:15 178:14	monitoring (2) 135:15 168:16	neat (1) 28:11
lighting (1) 92:11		manipulation (1) 17:2	manipulation (1) 17:2	maynard (20) 27:23 28:15 29:12 34:11 45:4,9,13,16 46:6,15 50:8,9 52:9 53:2,7 99:17 142:21,24 149:15,18	month (4) 62:15 135:1 150:3,12	necessarily (2) 124:8 129:6
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15		manipulating (4) 40:21 75:3 135:17 138:20	manipulating (4) 40:21 75:3 135:17 138:20	mean (35) 17:22 24:9,15,19,23 29:7 41:5 44:1 47:7,15,18 74:5,6,8 83:14 96:25 103:15 111:1 118:21 122:9,18,18,23 126:19,20 141:12 146:7 150:5,14 152:13 164:5 166:13 171:3 175:2 180:20	months (7) 85:21 151:3,7,14,18,25 179:5	needed (14) 28:21 56:1 69:20 70:5 84:22 124:1,2 133:8 134:7 147:18 148:7,9 165:11 169:20
lifetime (1) 131:20		map (1) 21:13	map (1) 21:13	means (9) 24:24 35:4	more (23) 17:18 23:7	
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						
light (5) 22:16 118:4 129:17 130:3 140:25						
lighting (1) 92:11						
like (38) 3:22 6:19 9:4,20 33:14,25 35:18 47:7 52:6 53:23 54:25 73:7,12 78:9 85:5,12 98:12 100:22 106:7 107:23 110:3,10,10 123:9,25 124:4 129:11 131:10 140:3 145:22 149:23 155:23 158:13 168:10 169:10 173:7 181:3 185:15						
lifetime (1) 131:20						
lift (1) 91:21						

<p>needing (2) 83:4,12</p> <p>needs (6) 115:22</p> <p>144:17 156:23,24</p> <p>158:14 177:8</p> <p>negative (1) 154:20</p> <p>negotiation (1) 173:16</p> <p>neil (17) 93:24 102:25</p> <p>103:2,6 132:17 133:6</p> <p>135:2 137:22 141:9</p> <p>142:17,25 143:24</p> <p>146:1 155:2,18 162:16</p> <p>165:16</p> <p>neither (2) 73:8,22</p> <p>neutral (4) 30:19</p> <p>31:8,15 39:10</p> <p>never (9) 42:12 58:5</p> <p>99:11 113:19 114:14</p> <p>137:14 162:10 171:11</p> <p>185:2</p> <p>news (1) 173:5</p> <p>next (15) 3:20 7:11</p> <p>13:9 14:17,25 88:22</p> <p>90:13 93:14 94:7</p> <p>101:8 123:6 140:4</p> <p>144:7 145:23 182:3</p> <p>nick (2) 133:1 137:21</p> <p>night (1) 174:24</p> <p>non (1) 95:18</p> <p>nonchalance (3)</p> <p>161:5,16,23</p> <p>nonchalant (1) 161:19</p> <p>none (1) 184:20</p> <p>nonnovated (1) 71:15</p> <p>nor (3) 41:13 73:8,23</p> <p>norm (1) 104:3</p> <p>normal (9) 61:11 72:25</p> <p>73:14,20 100:12,17</p> <p>103:24 157:14,23</p> <p>normally (1) 177:17</p> <p>nos (1) 21:13</p> <p>notation (1) 130:14</p> <p>note (19) 3:6,11 31:25</p> <p>37:17 40:12 42:11,12</p> <p>76:16 92:17 93:1,17</p> <p>94:19,24 100:4,7</p> <p>111:20 169:9 175:4</p> <p>181:20</p> <p>noted (3) 95:11 179:7</p> <p>181:18</p> <p>notes (6) 41:15 65:8</p> <p>95:16 96:4 177:15</p> <p>181:8</p> <p>nothing (6) 14:2 25:15</p> <p>28:13 91:12 115:19</p> <p>148:10</p> <p>notice (6) 46:8</p> <p>82:16,22,25 123:20</p> <p>133:19</p> <p>notices (1) 145:6</p> <p>notification (1) 11:23</p> <p>notify (1) 116:25</p> <p>notwithstanding (1)</p> <p>45:24</p> <p>novate (1) 96:16</p> <p>novated (10) 22:14</p> <p>65:22 70:4,21</p> <p>71:2,6,16,21 72:18</p> <p>100:13</p> <p>novating (1) 100:1</p> <p>novation (9) 66:16</p> <p>69:12 71:13,25 72:10</p> <p>96:21,23 97:1,7</p> <p>november (10) 75:21</p>	<p>77:10 81:10 99:18,23</p> <p>100:10 158:5,19</p> <p>159:10 181:9</p> <p>nr (3) 92:19,21 93:24</p> <p>number (10) 12:8 75:18</p> <p>91:2 92:14 147:11</p> <p>164:23 174:23 176:17</p> <p>179:7 181:8</p> <hr/> <p>O</p> <hr/> <p>o (1) 32:8</p> <p>objecting (1) 104:21</p> <p>objection (1) 105:14</p> <p>objections (1) 99:12</p> <p>objective (3) 135:21</p> <p>137:24 140:12</p> <p>obligation (7) 70:2</p> <p>116:17 120:22</p> <p>163:7,12 166:20</p> <p>171:24</p> <p>obligations (4) 70:24</p> <p>92:4 132:9 153:7</p> <p>obliged (3) 128:14</p> <p>129:4 147:5</p> <p>observation (2) 155:13</p> <p>156:4</p> <p>obstacles (1) 160:9</p> <p>obtained (1) 104:18</p> <p>obtaining (1) 110:7</p> <p>obvious (1) 95:23</p> <p>obviously (8) 15:4 65:13</p> <p>72:17 90:1 152:16</p> <p>157:2,12 169:10</p> <p>occasion (5) 95:11</p> <p>165:17,22 166:2</p> <p>168:17</p> <p>occupied (3) 141:7</p> <p>158:14 174:6</p> <p>occupying (1) 138:15</p> <p>occur (3) 59:7,9 72:8</p> <p>occurred (3) 112:8</p> <p>126:12 169:5</p> <p>occurring (1) 131:2</p> <p>oclock (7) 12:18</p> <p>15:17,18 106:4,9</p> <p>185:23,24</p> <p>october (25) 15:22 16:6</p> <p>43:19,24 76:25 77:1</p> <p>94:17 98:15,16 100:20</p> <p>114:20 133:17 143:24</p> <p>144:25 145:1,2,9</p> <p>146:25 155:2,4,18</p> <p>156:19 157:4 165:2,9</p> <p>offer (5) 28:12 48:2</p> <p>50:24 51:4 52:3</p> <p>offered (11) 26:13</p> <p>28:3,5,7,9,11</p> <p>29:13,13,20 47:23</p> <p>48:1</p> <p>offering (8) 20:8 30:25</p> <p>33:7,10 41:22 47:5</p> <p>51:8,15</p> <p>officer (2) 174:9 177:6</p> <p>offices (1) 89:3</p> <p>offline (1) 144:8</p> <p>often (1) 72:2</p> <p>oh (2) 109:25 150:16</p> <p>ok (2) 95:17 96:4</p> <p>okay (13) 21:6 23:18</p> <p>37:18 77:3,8 78:4 82:1</p> <p>94:1 111:12 114:12</p> <p>124:10 149:2 164:22</p>	<p>om (9) 162:7,11 163:14</p> <p>171:11,25 181:5</p> <p>182:11,12 184:7</p> <p>omitting (1) 11:14</p> <p>oms (3) 161:1 169:22</p> <p>170:17</p> <p>once (7) 18:4 68:17</p> <p>128:25 150:3,12 166:9</p> <p>170:14</p> <p>ones (2) 29:10 36:6</p> <p>ongoing (5) 19:6 120:22</p> <p>146:7 153:14,17</p> <p>onside (1) 35:21</p> <p>open (6) 39:20 89:25</p> <p>144:12 179:8,9 180:11</p> <p>operated (1) 180:25</p> <p>operating (2) 161:5,16</p> <p>operation (1) 64:13</p> <p>opinion (4) 23:9 33:20</p> <p>86:2 152:23</p> <p>opinions (1) 141:16</p> <p>opportunity (3) 88:12</p> <p>98:17 124:7</p> <p>opposed (9) 44:14 58:6</p> <p>62:11,20 63:19 67:24</p> <p>70:6 72:20 89:21</p> <p>option (7) 31:1,2,9</p> <p>36:8,9 52:15 140:9</p> <p>options (8) 27:25 28:19</p> <p>30:17,25 31:6,16</p> <p>36:20 45:14</p> <p>order (15) 6:2 14:12</p> <p>16:23 19:19 50:16</p> <p>75:14 84:12,15</p> <p>89:13,20 90:2 128:13</p> <p>129:2 153:3 159:17</p> <p>ordered (1) 112:9</p> <p>organisation (2) 49:5,15</p> <p>organise (1) 139:18</p> <p>organised (1) 146:24</p> <p>original (7) 47:22 48:5</p> <p>55:2 61:22 86:6,7</p> <p>96:16</p> <p>originally (6) 47:5 51:15</p> <p>80:4 94:15 108:22</p> <p>178:15</p> <p>others (10) 2:1 12:17</p> <p>21:10 23:14 71:24</p> <p>80:14 123:9 158:4</p> <p>160:18 162:17</p> <p>otherwise (3) 4:15</p> <p>72:17 105:12</p> <p>ought (2) 161:7 168:14</p> <p>outcome (4) 135:23</p> <p>138:1 140:15,25</p> <p>outline (3) 75:20 76:25</p> <p>77:9</p> <p>outside (1) 136:17</p> <p>outstanding (5) 101:16</p> <p>105:20 133:11 143:8</p> <p>179:20</p> <p>oval (1) 19:6</p> <p>over (36) 1:21 12:18</p> <p>27:14 31:7 38:6 39:12</p> <p>45:9 57:14,24 58:2,6</p> <p>59:5,6 69:5,11 80:12</p> <p>82:12,13 99:18 106:3</p> <p>124:18 125:15 126:5</p> <p>133:10,16 134:1</p> <p>139:14 144:17 150:25</p> <p>156:23 158:17 163:10</p> <p>165:1 181:1,17 184:14</p> <p>overall (2) 53:9 144:8</p>	<p>overclad (1) 127:14</p> <p>overcladding (4) 18:18</p> <p>19:9,13 59:4</p> <p>overseeing (2) 66:14</p> <p>153:18</p> <p>oversight (2) 140:16</p> <p>141:1</p> <p>overspending (1) 150:9</p> <p>own (12) 11:17 31:13</p> <p>33:15 37:7 39:7 49:18</p> <p>100:2 111:5,9 112:19</p> <p>130:22,24</p> <p>ownership (2) 155:11</p> <p>156:8</p> <hr/> <p>P</p> <hr/> <p>pa (4) 6:18,25 7:2,3</p> <p>pack (4) 21:11,12,16</p> <p>157:8</p> <p>package (1) 32:8</p> <p>pages (3) 145:21,23</p> <p>171:21</p> <p>paid (1) 145:7</p> <p>pain (3) 46:3 174:24</p> <p>175:2</p> <p>panel (5) 24:21,23</p> <p>63:14 91:22 95:12</p> <p>panels (39) 22:6,24</p> <p>23:7,19 24:6,10,16</p> <p>25:7,13,20 26:3 27:14</p> <p>29:19 30:22 31:7,12</p> <p>33:23 34:14 35:14,22</p> <p>36:5,18 38:6 39:13,16</p> <p>40:9 44:1,1,4,13</p> <p>58:2,5 63:19,24 64:3,7</p> <p>80:1 128:1,9</p> <p>paper (1) 122:1</p> <p>paragraph (33) 20:15</p> <p>21:7 22:12 23:3 45:20</p> <p>51:18 52:20 54:25</p> <p>57:6,10 65:20 68:2</p> <p>78:9 92:19 93:19 95:7</p> <p>108:6 110:4 117:22</p> <p>124:13,15 126:7 127:7</p> <p>132:21 136:4 144:22</p> <p>146:5,17 150:22 154:3</p> <p>156:4 158:20 176:1</p> <p>paragraphs (4) 136:21</p> <p>137:16 146:4 147:11</p> <p>pardon (1) 94:1</p> <p>part (53) 16:25 21:17</p> <p>22:7 25:10 36:14</p> <p>44:20 49:14 53:5</p> <p>55:20 61:14</p> <p>68:9,10,12 70:23</p> <p>75:13 77:6 80:5 93:5</p> <p>95:6 96:11 99:10,12</p> <p>105:10 108:4,14</p> <p>110:16 117:25 118:14</p> <p>119:14 120:23 125:19</p> <p>127:5 128:10 133:10</p> <p>138:17,24 139:9 145:3</p> <p>153:4,5 159:16,19</p> <p>163:8 164:1 166:5</p> <p>168:16 171:4</p> <p>172:11,20 174:6</p> <p>175:18 177:1 184:8</p> <p>partially (1) 176:24</p> <p>participants (1) 178:20</p> <p>particular (11) 19:1</p> <p>23:15 32:20 40:14</p> <p>76:5 95:13 98:19</p> <p>114:8 126:3 127:17</p> <p>130:13</p>	<p>particularly (3) 79:25</p> <p>119:19 130:15</p> <p>parties (5) 64:14 103:13</p> <p>105:14 135:12 137:3</p> <p>partners (1) 156:19</p> <p>parts (3) 20:14 116:19</p> <p>159:14</p> <p>party (2) 81:24 105:16</p> <p>pass (6) 29:18 46:2</p> <p>47:1,14,18,23</p> <p>passages (1) 125:9</p> <p>passed (2) 51:14 116:17</p> <p>passes (1) 149:18</p> <p>passing (1) 184:3</p> <p>past (3) 59:4 101:2</p> <p>104:21</p> <p>path (2) 159:14,19</p> <p>patina (5) 32:3,6</p> <p>33:5,21,25</p> <p>pause (7) 1:11,15 53:25</p> <p>106:8 149:3 162:23</p> <p>178:4</p> <p>pausing (3) 4:9 23:10</p> <p>126:25</p> <p>pay (7) 70:10</p> <p>84:4,5,6,9,12 105:20</p> <p>pc (3) 103:20,22 148:9</p> <p>pci (1) 182:22</p> <p>pd (5) 181:24</p> <p>182:1,5,17,23</p> <p>pe (6) 30:22 59:5 62:11</p> <p>63:19,24 128:1</p> <p>peImission (1) 55:2</p> <p>pearson (1) 80:14</p> <p>penultimate (1) 154:3</p> <p>people (12) 58:10 71:10</p> <p>85:13 91:4 95:9</p> <p>123:22,25 171:22</p> <p>173:12 176:23 181:11</p> <p>184:8</p> <p>per (2) 32:7 102:20</p> <p>perceive (1) 72:21</p> <p>perceived (3) 35:13</p> <p>141:1 156:7</p> <p>perception (2) 135:7</p> <p>158:25</p> <p>perfectly (6) 105:16</p> <p>111:20 138:16 139:15</p> <p>148:20 169:19</p> <p>performance (10) 25:20</p> <p>44:18 50:19 63:18</p> <p>113:20 138:21</p> <p>141:13,17,23 153:5</p> <p>performances (1) 44:6</p> <p>performing (3) 141:4,5</p> <p>152:7</p> <p>perhaps (5) 73:7 82:12</p> <p>165:7 168:5 172:15</p> <p>period (3) 100:23</p> <p>181:2,4</p> <p>permission (8) 54:14</p> <p>55:6,8,10 56:3,8,15</p> <p>111:14</p> <p>permit (1) 63:7</p> <p>permitted (1) 62:24</p> <p>person (6) 61:12</p> <p>83:21,21 94:12 143:15</p> <p>173:10</p> <p>personable (1) 173:10</p> <p>personal (3) 16:13,17</p> <p>130:24</p> <p>personally (8) 3:22</p> <p>13:14 58:20,21 59:25</p>	<p>69:1 113:22 175:14</p> <p>persuade (1) 35:12</p> <p>peter (40) 2:10 3:14,19</p> <p>4:8,19,24</p> <p>5:6,7,8,21,25</p> <p>6:16,20,24 7:6,8,22</p> <p>8:6,25 9:7 11:2</p> <p>12:7,20 13:5,11,11,16</p> <p>14:3,7,16,19,20</p> <p>15:15,23 48:19 49:12</p> <p>143:25 144:5,15</p> <p>158:23</p> <p>phase (4) 68:23 72:7</p> <p>73:1,16</p> <p>phone (4) 33:1 166:25</p> <p>167:1,5</p> <p>photograph (1) 121:21</p> <p>photos (2) 21:14 38:5</p> <p>phrased (1) 173:8</p> <p>physically (1) 126:15</p> <p>pick (3) 84:22,23 94:4</p> <p>picked (1) 173:5</p> <p>picks (1) 19:24</p> <p>pir (5) 58:3,15 59:6</p> <p>108:8 113:7</p> <p>pitched (1) 50:17</p> <p>place (26) 3:16,17 9:11</p> <p>20:8 35:20 44:21</p> <p>46:23 47:3 67:2 85:3,9</p> <p>90:2 98:11 99:1</p> <p>100:23 101:19,22</p> <p>105:11 121:10 123:24</p> <p>128:17 137:20 144:23</p> <p>146:25 159:17 181:9</p> <p>places (1) 114:9</p> <p>planned (1) 177:3</p> <p>planner (9) 33:11 34:25</p> <p>39:18 40:25 42:5,25</p> <p>43:12,15 54:18</p> <p>planners (26) 25:20</p> <p>26:12 27:15 31:12,17</p> <p>32:3 33:8 34:12</p> <p>35:3,17,21,24</p> <p>36:4,17,24 39:4,22</p> <p>40:6 43:23 48:17,20</p> <p>49:3 54:21 56:12,25</p> <p>71:19</p> <p>planning (23) 20:3</p> <p>35:1,13 37:3 38:2</p> <p>43:19 49:6,13,18,20</p> <p>54:13,19 55:2,6,8,20</p> <p>56:5,14,16,20,21 72:5</p> <p>140:5</p> <p>plans (1) 147:9</p> <p>play (1) 179:15</p> <p>played (4) 38:7</p> <p>39:9,14,16</p> <p>please (84) 1:6,24 2:23</p> <p>3:8 6:19 7:15 8:16</p> <p>12:1,7,15 13:7 14:1</p> <p>20:11 27:21 31:20</p> <p>34:9 40:19 42:21 45:3</p> <p>53:17,20,24 54:1,23</p> <p>55:7,16 57:6 59:6 65:5</p> <p>75:18 76:20 77:11</p> <p>78:10 80:9 82:13</p> <p>85:10 88:6 90:6 91:1,6</p> <p>92:16 97:12,17 99:16</p> <p>102:16 105:2</p> <p>106:2,4,9,21 108:2</p> <p>110:2 114:18 117:21</p> <p>121:3,18 123:1,6,11</p> <p>131:9 134:25 139:21</p>	<p>140:10 143:22</p> <p>146:5,17 148:25</p> <p>149:4,13 155:17</p> <p>156:17 158:2 160:16</p> <p>162:14 163:15,17</p> <p>173:23 174:21 176:1</p> <p>178:3,25 179:14</p> <p>181:7,15</p> <p>plumbers (1) 175:8</p> <p>plus (1) 173:20</p> <p>pm (9) 12:4 106:10,12</p> <p>149:5,7 178:8,10,12</p> <p>186:1</p> <p>pmn (3) 181:18,20,24</p> <p>pockets (2) 150:2,6</p> <p>pointed (1) 180:1</p> <p>pointing (4) 121:22</p> <p>122:6,6 125:7</p> <p>points (7) 26:23 27:1</p> <p>92:11 101:13</p> <p>104:12,13 155:6</p> <p>pole (1) 17:10</p> <p>political (4) 48:19,25</p> <p>49:23 144:17</p> <p>polyethylene (4) 58:2</p> <p>62:6,20 128:9</p> <p>polyisocyanurate (2)</p> <p>58:2 113:7</p> <p>polyurethane (1) 113:5</p> <p>poor (3) 152:8 179:22</p> <p>180:3</p> <p>poorly (1) 152:7</p> <p>populate (1) 162:8</p> <p>position (9) 3:19 17:10</p> <p>39:7 50:20 51:9 52:23</p> <p>98:13 143:18 145:20</p> <p>positions (1) 148:7</p> <p>positive (4) 30:21 31:7</p> <p>173:21 174:6</p> <p>possible (1) 140:10</p> <p>possibly (2) 102:23</p> <p>166:10</p> <p>post (1) 103:9</p> <p>postmeeting (1) 181:20</p> <p>postscript (1) 37:12</p> <p>potential (2) 50:20</p> <p>92:23</p> <p>potentially (1) 100:25</p> <p>pour (1) 1:13</p> <p>practical (3) 85:21</p> <p>164:6 179:5</p> <p>practice (2) 105:16</p> <p>124:5</p> <p>pre (1) 70:18</p> <p>prebooked (1) 26:10</p> <p>precedent (1) 169:8</p> <p>precise (1) 95:19</p> <p>precisely (2) 42:4</p> <p>123:15</p> <p>precursor (1) 89:25</p> <p>prefer (2) 7:16 89:2</p> <p>preferred (2) 11:24</p> <p>17:11</p> <p>preidentified (1) 58:8</p> <p>preparation (3) 25:5,8</p> <p>164:19</p> <p>prepare (3) 75:14 182:9</p> <p>183:1</p> <p>prepared (6) 25:19</p> <p>47:23 97:3 105:4,19</p> <p>178:19</p> <p>preparing (1) 25:23</p> <p>prescriptive (1) 124:8</p>
--	--	--	--	---	---	--

transcripts@opus2.com
+44 (0)20 3008 5900

124:22,24 125:10 170:4 recommend (1) 3:19 recommendation (2) 39:23,24 reconsider (1) 173:7 record (2) 90:19 167:3 recorded (3) 95:17 96:4 124:13 recording (1) 165:7 records (4) 11:5 32:22 75:4 171:22 recoup (5) 33:16 41:20 42:1,6 43:13 rectification (1) 179:12 red (1) 82:15 reduce (2) 150:3,12 reduced (1) 149:19 reed (26) 93:24 132:17,21 133:6 135:2 136:3,7 137:22 139:17,22 141:2,12,22,25 142:5,17,25 143:11,24 146:1 155:2,18 156:4 159:7 160:17 162:16 reeds (6) 136:13,21 140:20,25 156:12 158:18 refer (2) 86:11 157:24 reference (11) 14:2 16:6 21:15 36:7 40:12 41:15 51:13 53:9 57:16 108:19 137:5 references (1) 75:18 referencing (1) 171:20 referred (5) 32:23 93:11 104:10 113:1 122:17 referring (6) 21:25 49:1 93:4 109:22 113:2 155:15 refers (3) 133:5 146:18 155:4 reflected (1) 103:13 reflecting (1) 159:8 refurb (1) 62:1 refurbishment (16) 16:19 18:18 53:19 55:9 65:10 74:4,23 76:7 86:14,21 87:4,8,10,18 106:3 120:23 refurbishments (1) 180:18 regard (1) 150:10 regarding (4) 85:16 107:20 142:10 173:24 regards (4) 3:25 7:5 52:16 74:22 regs (1) 163:22 regular (1) 153:20 regularise (1) 145:6 regulation (1) 105:5 regulations (18) 22:24 62:24 63:7 95:22 107:2,11,13,17,21 115:10 118:3,11 119:5 162:1 181:18,24 182:18 183:24 reinstatement (1) 120:25 reiterated (1) 144:15 related (2) 146:13	161:11 relating (5) 23:16 24:3 74:3 179:8 180:10 relation (6) 68:16 77:15 83:3 86:20 87:3 114:23 relationship (3) 15:23 49:22 143:25 relatively (3) 46:22 47:3,9 relevant (2) 21:11 55:20 relied (5) 38:21 58:24 83:3 119:9 130:13 relieved (1) 36:16 rely (9) 30:7 83:11 88:4 118:9 119:4,16,22 120:4 130:23 relying (1) 143:17 remain (5) 34:16 35:6 36:1 45:24 140:7 remained (2) 19:6,15 remaining (2) 30:19 126:15 remains (2) 30:15 104:5 remedied (1) 175:7 remedy (1) 140:14 remember (75) 2:20 140:20,25 156:12 21:16,17,19,21,24 22:5,8,9 30:1 37:15,17 38:13 40:9,10 43:18 44:22,25 53:18 59:17,21 60:2,7,10,12,14,24 61:3 62:2,16 63:17 67:1,7 76:24 77:18,20 80:24 90:24 91:18 93:12 95:10,19 97:11 102:12,13 103:17 106:2 107:6,7,11,15 110:14,21 111:13 112:2,10 114:8 120:11 121:16 142:5 143:12 144:1,23 145:3 165:19 166:7,17 174:2 176:14,18,22 181:13 remembers (1) 111:4 remind (1) 29:23 reminded (1) 166:19 reminding (1) 30:9 remit (9) 64:18 69:21 70:23 81:18 86:6,7 93:5 94:10 120:23 removal (2) 20:18 114:3 removed (2) 114:10 153:9 rep (2) 60:18 146:2 repeat (3) 5:3 42:20 89:9 repeating (2) 51:24 73:11 rephrase (2) 29:3 47:12 replace (1) 174:16 replaced (1) 85:17 replacement (1) 156:24 replied (1) 4:3 report (23) 31:23 74:14 75:15 77:17,24 79:17 85:8 88:3 91:14 93:20 121:4 124:23,25 125:8,21 126:17,21 127:10 128:5 130:14 146:6 156:22 180:23	reported (4) 123:21 163:11 173:12 181:3 reporting (1) 144:19 reports (2) 136:10 180:22 representative (7) 22:20 38:25 60:17,23 61:15 123:12 127:10 representatives (4) 6:6 61:8 95:9,17 request (7) 17:19 83:24 88:15 118:7 132:14 140:3,20 requested (8) 28:15,17 80:5 92:21 93:24 117:25 119:14 175:17 requests (1) 141:6 required (19) 10:12,14,18 11:1 21:15 55:5 64:23 91:24 92:4 93:5 104:5 133:13 135:18 137:1 140:6 142:11 164:3 171:23 183:3 requirement (4) 6:1 77:12 103:22 129:7 requirements (6) 107:2 116:22 131:25 182:22 183:6,15 requires (1) 131:20 requisite (1) 103:19 resident (8) 135:14 173:10 174:8 176:3,4 177:2,4,6 residential (3) 19:10,13 128:2 residents (14) 172:9 173:9,17 174:4,10,24 175:3,7,12,14,16,18 176:13,14 residual (3) 92:23 93:2,10 resistant (2) 62:20 96:8 resisted (1) 17:19 resolution (6) 61:13 132:24 133:11 134:9,14,21 resolve (2) 104:14 146:15 resolving (1) 140:15 resource (2) 141:10 155:20 resources (1) 155:19 respect (23) 22:23 23:17 28:19 55:18 59:14 87:7 88:13 89:15 94:2,5 101:11 105:9 112:2 115:13 118:7 133:9 134:9,21 139:2 141:7 145:6 147:14 164:3 respective (2) 44:6 138:23 respectively (1) 101:23 respects (2) 112:3,6 respond (4) 87:19 142:16,25 173:24 responded (1) 143:18 responding (2) 142:22 155:3 responds (3) 48:14 103:6 142:17 response (26) 4:2 32:14	41:1 45:19 46:19 52:13,17,17 89:4 132:6,17 140:6,8 142:15 143:5,11,17 145:17,25 148:4 150:22 155:17 158:12,18 164:11 179:10 responsibilities (4) 98:14 135:12 137:3 157:5 responsibility (24) 66:25 67:18,20 69:8 70:24 75:2 93:15 94:8,10,16,18 100:19 104:21 105:4 134:13 138:19 139:1 163:2,12,22 166:11,23 183:10,23 responsible (9) 22:22 61:10 66:14 85:7 94:12 170:21 182:20 183:12,21 responsive (1) 141:24 responsiveness (2) 141:14 142:10 responsiveproactive (1) 140:13 rest (1) 127:4 result (5) 9:4 72:9 144:19 153:23 179:16 results (1) 3:23 resume (3) 53:20 106:4 178:2 retain (2) 70:6,7 retained (7) 24:8 68:9,13 86:12,15,19 87:2 retaining (1) 97:24 retardant (1) 44:14 returned (1) 32:5 revealed (1) 44:23 reverse (3) 47:1,14,18 review (4) 135:21 137:24 144:8 177:19 revised (1) 50:20 revisited (1) 146:22 reynobond (12) 21:14 24:6 27:14 30:22 33:23 60:16,18,19,21 63:13,19,24 rfi (1) 132:5 riba (1) 99:8 rigid (2) 108:8 113:5 ring (5) 61:1 75:22 76:17 173:23 174:1 rise (3) 4:12 57:14 185:23 risers (1) 91:21 risk (19) 17:20 86:12,16 89:13,16 91:10,15 92:9,12,23,23 93:2,6,10,21 94:2,8 100:24 101:6 risks (2) 135:16 137:8 rivet (2) 63:19 64:3 riveted (3) 35:14 43:15 128:1 rivets (4) 34:16 35:6,8 36:2 rj (4) 81:24 82:8,17,23 rml (1) 57:12 road (2) 101:18,22	rockwool (2) 58:6 121:15 role (28) 16:6 18:10,15 19:12 22:17 29:24 39:5,10 61:24 86:14,20 92:3 131:3 134:16 138:24,25 143:21 153:6 163:10 165:2 168:11,16 175:18 176:9 182:1,14,19 183:25 roles (3) 135:12 137:3 138:23 room (3) 53:20 124:17 159:5 round (7) 90:4 127:2 128:7,13,16 129:1,5 rounded (1) 32:9 rowan (1) 156:18 rs5000 (5) 107:25 110:15 113:6 115:8 119:8 ruled (1) 36:17 rules (1) 148:25 run (2) 116:14 153:2 rung (2) 12:11 174:1 running (4) 28:2 80:12 145:10 172:23 rush (1) 103:17 ryd00003274 (1) 6:12 ryd00003279 (1) 1:24 ryd00003295 (1) 12:15 ryd00004142 (1) 20:11 ryd00004154 (1) 26:5 ryd00004204 (1) 27:21 ryd00004218 (1) 34:9 ryd00004221 (1) 37:22 ryd00004604 (1) 19:24 ryd00009396 (1) 45:3 ryd000093961 (1) 46:7 ryd000093962 (1) 45:9 ryd00009588 (1) 50:6 ryd00009681 (1) 52:6 ryd000443491 (1) 149:23 ryd000443492 (1) 149:12 ryd00057355 (1) 99:16 ryd00062813 (1) 172:10 ryd00064706 (1) 97:12 ryd00064847 (1) 102:4 ryd00065985 (1) 88:6 ryd000659851 (1) 88:20 ryd000659852 (1) 88:17 ryd00066323 (1) 90:6 ryd00074436 (1) 85:10 ryd00086650 (1) 2:23 ryd00086911 (1) 40:19 ryd00090775 (1) 174:21 ryd0009421310 (1) 110:2 ryd0009422512 (2) 54:24 68:3 ryd0009422513 (1) 30:5 ryd0009422514 (1) 117:20 ryd0009423651 (1) 57:6 ryd00094368 (1) 8:16 ryd00094369 (1) 12:1 rydon (143) 1:5 2:1 8:9 9:8 11:22 12:3 16:24 20:3 23:15 27:18 28:12,12 29:14,18	30:6,12,19 31:6,13 33:19 36:4,4,13 38:19 40:21 41:24,25 44:9,12 47:21,23 49:19 50:25 51:5,12,13,20 52:1,2,25 57:7 58:14,23 59:2 60:10 61:24 64:15,16 65:1 66:11 67:13 68:17 69:11,16 71:6,11 72:10 79:16 81:17 82:3 83:2,10 84:19 87:14,17 88:4 91:11 95:9,17 96:7,22 97:7,13,24 98:22 99:17 100:12,13 101:11 102:5 103:24 105:11 107:19 113:15 116:21 121:8 123:12,13,17,24 124:5 125:3 128:14 129:3 132:4,8,24 133:5,8 134:7 135:8 136:1 139:4,11,14 140:5,8,14,16 146:13 147:4,6,13,17 154:6,23 155:12,19,20,24 156:9 157:3,18 158:22,24 159:9 161:18 162:10 170:21 171:4,10 174:4 178:25 180:20 181:11,12 182:17,20 183:1,12,22 184:1 185:21 rydons (24) 2:14 5:16 16:17 29:24 33:15 64:12 80:1 101:21 102:1 107:3,10 138:18 141:13,16,23 142:10 143:1 144:9 152:11 156:23,24 158:15 169:24 172:25	53:3 64:3 74:18,19 92:17 101:7 102:15,25 113:3 116:7 117:4,19 119:22 123:2 126:20,21 129:21 130:7,16 137:23 152:15 173:2 175:22 sample (2) 32:3 33:25 samples (3) 55:17 56:2,4 sandra (11) 2:25 3:1 4:4,13,24 5:11 6:22 7:12,13,14 8:19 satisfaction (2) 56:22 184:24 satisfactory (1) 173:15 satisfied (3) 141:13 167:7,13 satisfy (4) 113:10 115:18 162:2 165:10 satisfying (3) 117:25 119:14,17 saved (1) 126:14 saving (16) 28:3,5,7,9 29:12,13 41:4,7 46:25 47:25 48:3,7 50:23 51:3,14 128:8 savings (22) 12:23 14:8 15:9 17:16,17 27:24 29:19 41:22 44:24 45:14,22 47:2,9,22,23 48:23 50:20 51:7,19,21 52:2 53:6 saw (11) 11:21 25:25 40:13 71:22 74:14 91:23 102:20 115:1 116:23 125:3 137:23 saying (14) 23:21 35:5 43:9 48:1 50:13 61:9 63:4 71:21 107:9 111:2,3 139:3 153:25 167:11 sb (3) 91:10 92:25 146:14 scenario (2) 70:22 71:3 scene (2) 18:4 74:12 schedule (10) 71:15 97:17 99:6,8,9,22,23 100:3 104:12 105:9 scheme (5) 3:20,24 17:24 72:5 155:20 scope (10) 11:13 70:14 76:6 135:8,14,22 136:15,17,24 137:25 screen (2) 30:11 163:16 scrutiny (1) 17:7 sea0000016973 (1) 108:2 sea00013741 (1) 101:8 sea00013878 (1) 102:16 second (18) 10:6 20:15 31:1 41:11 45:20 46:20 55:11 57:11 117:21 121:13 124:15 125:24 132:21 143:6 146:19 154:3 156:20 162:18 secondary (2) 10:25 17:6 secretary (1) 12:3 section (4) 11:15 57:12 77:12 108:6 sections (1) 79:21
--	--	---	--	---	--	--

secure (1) 6:2	send (3) 52:16 84:14 97:18	shouldnt (3) 15:5 33:4 105:1	155:22,24 157:17	specifies (1) 108:4	sticking (1) 181:1	submit (2) 166:11,23
secured (1) 17:4			158:10 161:10 173:5	specify (1) 30:8	still (16) 32:25 39:9	submitted (8) 16:21
see (161) 2:2 4:3,13	sending (1) 4:13	show (20) 2:22 20:14	174:9	spend (1) 157:12	40:1 48:24 83:2,15	17:1 55:19 91:16
7:19 8:18 9:15 10:1	sends (5) 8:22 45:10	33:4,13,18 54:15	sitting (2) 5:14 144:17	split (3) 51:1,6 100:5	85:22 119:22 122:2	93:22 165:20 167:11
12:2 13:23 17:13	97:20 103:6 132:18	75:17 76:19 88:16	situation (7) 47:25	spoke (6) 8:25 14:15	134:4 144:15 149:20	171:25
18:13 20:5 21:10,17	senior (2) 49:15 143:18	92:1 95:6 97:11 99:21	70:11 71:14 133:15	16:4 95:8,10 111:20	154:4 155:19 178:19	subsequently (3) 74:14
23:2,9 26:7 27:1,16	seniority (1) 142:12	104:16 106:20 114:17	138:16 144:8 155:8	spoken (6) 3:14 5:7 9:6	180:11	75:9 79:16
28:2 29:10 31:25,25	sense (5) 23:13 25:4	130:14 158:5 160:22	six (4) 9:21 23:3 45:23	14:12 15:17 132:22	stipulated (2) 108:8,22	substance (2) 82:7
32:24 34:2 35:5,10	42:12 46:17 71:18	172:15	47:7	spread (7) 24:24	stokes (34)	137:12
36:1 43:11 45:8,12,15	sent (24) 4:17,24 6:22	showed (2) 9:17 169:3	size (3) 72:25 73:15	77:13,16 126:1 127:13	86:9,11,13,18 87:2	substantial (1) 101:24
48:10,11 52:9 54:17	10:7 26:19 28:16,17	showing (1) 145:25	101:25	128:14 129:2	88:4,7,9,14,19 89:11	substitute (3)
55:10,11,16 60:23	29:10 75:14 101:10	shown (18) 14:23 23:3	skill (1) 173:18	spreading (4) 122:3	90:8,8,18 91:10,14,19	116:3,9,21
61:19 65:9 66:6 68:21	137:20 139:22	32:10 34:5 57:1 63:24	skills (1) 174:17	124:18 125:15 127:3	92:2,6 93:7,20 95:5,25	substitution (5)
71:9,14 75:15,17	141:18,19 142:16	81:9 104:10 106:19	skillset (1) 174:18	squarely (1) 136:14	96:4,8	115:7,19 118:5,12
76:1,6 78:10,18 79:13	143:12 151:1 156:22	110:2 112:15 129:22	sl (2) 65:22 146:14	staff (3) 141:3 172:13	106:18,23,24,25	119:8
81:23 82:7,14,25	165:8,25 166:18	130:8 147:15 152:5	slightly (1) 131:8	173:20	107:5,9,12,16,19	subsubconsultant (1)
85:20 86:25 87:23	174:21 178:25 179:24	160:4 181:7 182:25	slowly (2) 2:24 6:13	stage (21) 17:8 29:17	stood (1) 86:2	69:15
88:9,15,17,22 89:4,18	sentence (6) 24:1 26:22	shows (4) 28:11 56:7	small (1) 3:18	62:15 64:7 65:21 69:7	stopping (2) 122:24	success (4) 46:4 126:16
90:13,15,16,20 91:4	27:9 57:11 117:23	92:3 101:9	smith (4) 85:11 131:12	78:12,15 79:14,21	127:3	147:3 172:21
92:15,17,19 93:6	121:13	sic (2) 23:8 135:25	132:2,17	85:21 98:2 133:24	story (5) 19:22,24 40:18	successful (1) 3:24
97:12,13,17 98:2,21	separate (2) 52:17	side (3) 82:19 91:21	smoke (2) 43:21 124:20	134:3,3,13 138:6	135:1 148:12	successfully (1) 173:1
104:25 108:7,10,18,25	164:2	97:6	smooth (2) 161:3	141:2,17 161:7 177:18	straight (2) 42:3,13	sucked (1) 161:6
109:13,25 110:24	september (7) 75:4	sides (1) 108:20	172:22	stakeholders (1) 146:24	straightaway (1) 101:1	suddenly (1) 18:3
114:4,12,14,17,17,20	76:16 146:1,3,10,19	sighted (1) 176:24	sole (3) 127:10 129:17	stand (1) 45:25	straightforward (2)	sue (1) 4:7
119:2 120:7	147:13	sign (2) 104:1 105:21	130:3	standalone (1) 24:1	42:23 133:14	suffered (1) 160:13
121:4,6,13,21 122:6	series (1) 31:5	signage (1) 92:12	solicitor (1) 101:11	standard (4) 44:14 99:8	strategy (24) 65:21	suffice (1) 52:21
123:6,11	serious (1) 142:10	signed (8) 63:10 95:19	solution (1) 175:9	100:2 105:16	66:22 67:17 69:4,6	sufficient (2) 130:22
124:1,2,12,14 125:24	serve (1) 147:2	98:8,10,20 100:20	somehow (1) 47:16	standing (2) 16:11 38:3	70:19 75:20 76:25	168:12
126:6 128:24 130:15	service (7) 24:7 91:21	103:12 104:9	someone (8) 6:16 13:22	stands (1) 182:5	77:6,9 78:12,15,19	sufficiently (1) 141:24
132:14,17 133:22	103:15 140:6,14	significant (4) 17:20	14:12 37:14 80:6	staple (1) 123:9	79:14,21 80:19,25	suggest (4) 30:12 31:11
134:18 136:22,22,24	141:15 143:1	135:10 145:13 146:11	142:11 170:23 174:17	start (7) 1:10 58:21	81:7,20 85:2 86:8	33:4 43:3
137:1,11,18 138:16	services (13) 26:13	signing (2) 99:19 158:15	someones (1) 68:1	129:10 156:23	128:10 140:15 146:23	suggested (7) 8:8 32:10
141:19 142:14,19,19	71:16 72:14 84:17	signoff (1) 86:1	something (11) 33:8,17	157:17,19 167:5	stressed (1) 145:20	34:8 48:7 115:12,22
143:5 149:18,20	97:18 99:7,8,9,22,24	silcock (1) 158:3	43:3 54:11 66:17	started (6) 6:23 16:5	string (5) 8:17,22 45:4	178:14
150:16,20	100:3 104:13 105:9	silver (1) 43:21	76:15 78:22 100:23	104:25 121:7 127:4	52:7 145:22	suggestion (1) 34:5
151:10,16,22,23	session (2) 38:5 39:12	similar (6) 62:18	110:17 158:14 168:14	164:15	strong (1) 104:23	suggestions (1) 85:19
152:13 153:24 155:5	set (11) 4:5 57:12 65:6	110:9,9 112:16,16	sometimes (2) 177:20	starts (1) 88:18	structural (3) 166:18	suitability (4) 58:1,5
160:23 161:23	67:9 85:19 127:6	180:18	180:24	stated (1) 45:25	167:25 168:18	59:14 113:16
162:21,21 163:18	131:9 141:25 164:2	simon (33) 4:7 15:22	somewhere (2) 14:9,13	statement (35) 9:14,24	structure (1) 174:3	suitable (3) 58:18 66:15
170:20 171:2,3,4	175:20 178:19	18:24 19:11 20:12	soon (1) 104:25	10:1,5 15:5,11 22:16	strung (1) 144:18	128:2
172:10 174:5 175:22	sets (1) 27:24	21:7 25:9 26:6 37:24	sort (5) 144:11	24:10,16 29:23	stuart (2) 150:24 154:8	suite (2) 33:24 34:7
176:11,12 178:22,22	settled (1) 1:10	40:11 48:11 50:8	147:14,18,20 178:15	30:2,15 41:10,11	studio (62) 22:13 23:1	sum (1) 45:23
179:19 180:22 181:9	severe (1) 126:10	97:15 133:18,20	sorted (1) 103:21	54:24 56:8 57:5,7,8	25:10 39:1 44:12,16	summary (1) 158:8
183:7,11,11,20	severity (1) 124:16	134:3,20 135:25	sought (2) 113:19	62:5 68:2 86:11 95:5	64:20 66:23	superb (1) 52:24
seeing (2) 5:14 114:8	shadow (1) 23:6	137:22 138:7,9,14	165:22	110:3 111:7 112:15	67:18,20,24	supervise (3)
seek (3) 79:16 88:14	shaft (1) 91:22	139:24 141:20,22	sound (1) 122:11	117:20 119:1,12	69:8,11,14 71:6	153:14,17,20
116:25	shall (3) 55:18,21,23	142:18 143:23 146:1	soundes (12) 22:13 26:8	125:11,19 136:9 143:6	72:13,13	supervisor (1) 87:7
seeking (9) 16:16 41:20	share (1) 19:19	149:14 156:23 157:12	38:22 82:4 97:15,20	147:20 154:2	74:6,7,13,15,21	supervisory (3) 86:20
42:18,22 73:2,17	shared (1) 174:25	160:17,25	101:11 102:5 103:7	stating (1) 32:5	96:15,17,18,22,25	87:3 149:16
89:11 92:1 152:2	sharrocks (8) 1:25 4:7	simons (1) 134:16	104:15,17 105:3	status (3) 54:13 133:2	97:7,13,24 98:3,18,22	supplier (1) 110:7
seem (4) 38:7 39:14,16	18:2,3,17,22 19:4,9	simple (2) 17:2 132:14	source (1) 180:9	140:13	99:4,12 100:1,5,5	supply (4) 13:1 30:16
163:21	shoddy (2) 158:21	simultaneous (1)	space (1) 126:2	stay (1) 71:17	101:2,3,5 102:1,20,25	46:3 48:1
seemed (5) 39:18,20	159:8	160:12	speak (8) 12:9 14:22	steer (3) 39:7,8 48:12	104:7,11,18,20	supporting (1) 40:4
46:22 47:2 72:15	short (9) 48:24 54:3	simultaneously (1)	15:1,7,11 26:2 63:4	steering (1) 33:19	105:11,19 129:25	supportive (1) 144:6
seems (9) 11:4 36:16	68:3 106:11 148:23	160:10	142:17	step (3) 17:14 72:16	130:4 165:14,15,18	sure (23) 17:4 39:3 57:1
91:3 111:20 137:7	149:6 160:3 177:18	since (8) 80:1,18	spec (1) 116:2	139:17	166:13,15,22 167:11	59:7 62:13 68:3 73:18
142:3 143:18 155:10	178:9	81:6,13 100:7 140:1	specialist (15) 30:7	stephanou (1) 176:6	168:5,19 169:2	80:17 88:16 89:24
171:10	shortfall (1) 92:23	146:6 180:12	38:21 61:6 64:14	stephanous (1) 176:8	style (1) 156:11	90:2 97:6 115:20
seen (27) 5:23 8:17	shortfalls (2) 91:15	sir (39) 1:3,8,10,14	67:14 69:20 70:5	stephen (3) 1:7 65:10	sub (1) 152:9	122:11 130:6 138:21
9:21 14:12 15:14 16:9	93:21	34:18 50:4 53:16,23	73:2,17 116:13,16	187:3	subconsultant (4) 39:1	162:24 165:19,24
32:22 37:23 46:8	should (40) 3:19 6:14	54:5,8 74:5,10	118:15,20,21 169:7	steps (12) 58:16	64:21 71:12 102:2	166:5 168:11,19
49:22 69:25 75:4,9	9:3 10:10 11:8,11,15	84:2,6,11 105:24	specific (3) 55:4 65:2	68:15,22 79:16 113:10	subcontract (1) 100:22	178:21
77:5 78:11 95:15	24:8 33:20 46:24	106:6,13,15	91:18	115:23 153:10 154:22	subcontractor (3) 57:13	surface (1) 24:25
98:24 106:23 116:20	47:13 56:16 60:11	148:1,11,14,16,21,23	specifically (13) 22:8	162:2 165:10 174:8,16	100:15 169:7	surprise (4) 62:5 139:10
125:6	79:9 82:12 94:22	149:4,8,10 162:22	60:12 75:10 87:11	steve (23) 3:5 7:22 8:20	subcontractors (13)	151:5,12
151:2,6,13,18,24	99:21 100:7 106:19	172:5,7 177:17,24	102:3 108:3,13 125:6	12:6 26:12,14	32:18 38:21 83:2,10	surprised (3) 46:22
159:12,25	113:12,13 115:19	178:1,13	141:5,13 153:13 177:1	32:2,5,10 38:3 40:23	84:21 104:1 138:21	63:13 156:7
selected (1) 31:14	116:9,11,14 117:5,11	185:7,18,22,25	181:14	85:15 90:12 110:11	152:11,18,22	surprising (1) 62:19
selection (7) 19:23	127:23 132:5,19	sit (4) 146:2 155:12	specification (6) 13:3	121:7 144:7,12	153:3,19,22	surrounding (1) 122:4
23:16,17,20,23	136:1,15 139:11	156:9 185:23	58:11 108:3,13 109:14	155:9,21 158:23	subject (12) 3:18 5:17	survey (2) 123:2 176:20
30:13,20	146:10 148:24 158:15	site (16) 60:1 61:21	117:14	162:15,19 173:4	6:25 12:4 44:12 62:10	surveying (1) 152:9
selfcontained (1) 172:1	172:15 177:2,23	89:3 112:12 120:21	specified (2) 108:4	stevesimon (1) 53:4	105:8 124:4 136:20	swamped (1) 37:14
sellp (1) 96:17	178:22	125:4 149:20 152:7,25	116:22	stick (1) 46:24	146:2 158:19 180:4	swap (3) 110:11

Opus 2 International
Official Court Reporters

transcripts@opus2.com
+44 (0)20 3008 5900

Opus 2 International
Official Court Reporters

transcripts@opus2.com
+44 (0)20 3008 5900