

OPUS 2

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Grenfell Tower Inquiry

Day 32

September 8, 2020

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1 Tuesday, 8 September 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 from the
 5 first of the witnesses representing Harley Curtain Wall.
 6 Those of you watching will see that there is a large
 7 flip pad next to the witness box. That's because the
 8 next witness has asked for an opportunity to make
 9 drawings or diagrams to illustrate his evidence if he
 10 finds it necessary or helpful to do so.
 11 Yes, Mr Millett.
 12 MR MILLETT: Mr Chairman, good morning. I now call
 13 Mr Ray Bailey, please.
 14 SIR MARTIN MOORE-BICK: Thank you.
 15 MR RAY BAILEY (affirmed)
 16 SIR MARTIN MOORE-BICK: Thank you very much, Mr Bailey. Sit
 17 down, make yourself comfortable. All right?
 18 THE WITNESS: Yes.
 19 SIR MARTIN MOORE-BICK: Now, you did ask whether you could
 20 be provided with some means of making diagrams or
 21 drawings if necessary in the course of your evidence.
 22 THE WITNESS: Yes.
 23 SIR MARTIN MOORE-BICK: There's a large flip pad there,
 24 which I hope you will find convenient, so if you need to
 25 make some diagram, there it is.

1

1 THE WITNESS: Okay, thank you.
 2 SIR MARTIN MOORE-BICK: Thank you very much.
 3 Yes, Mr Millett.
 4 Questions from COUNSEL TO THE INQUIRY
 5 MR MILLETT: Good morning.
 6 A. Morning.
 7 Q. Can I start by thanking you sincerely for coming to
 8 the Inquiry and helping us with our investigations, we
 9 are very grateful to you.
 10 If you have any difficulty understanding any of my
 11 questions or you want them put in a different way, I can
 12 do that, or I can repeat the question.
 13 Can I ask you also, please, to keep your voice up,
 14 so that the transcriber, who sits to your right, can get
 15 your answer down clearly. Also, I should just say,
 16 because this sometimes happens, that a nod or a shake of
 17 the head doesn't go on to the transcript, so you have to
 18 say yes or no as the case may be.
 19 A. Okay.
 20 Q. You have made two statements, and I would like just to
 21 show them to you first. They are contained in a folder
 22 on your desk, but they will also appear on the screen in
 23 front of you, as will the documents to which I will be
 24 referring during the course of my examination.
 25 The first statement was made to the

2

1 Metropolitan Police dated 8 August 2017, and that is at
 2 {MET00019988}.
 3 I will just identify, but not have shown up on the
 4 screen, the accompanying exhibits: {MET00019987}, just
 5 so that I have read that number into the record.
 6 Can you confirm, Mr Bailey, that this witness
 7 statement that I'm showing you is yours?
 8 A. Yes.
 9 Q. Thank you.
 10 Now, the second witness statement was one that you
 11 made to the Inquiry dated 9 November 2018, and the
 12 reference to that is {HAR00010184}. Can I please have
 13 that on the screen. Thank you.
 14 Can you confirm that that's your statement?
 15 A. Yes.
 16 Q. Have you read both of these statements recently?
 17 A. I've read the Rule 9 statement recently, but not the
 18 Met Police one.
 19 Q. So the Inquiry statement?
 20 A. Yes.
 21 Q. Can you confirm that the contents of both statements are
 22 true?
 23 A. Yes.
 24 Q. Thank you.
 25 Can you please look at the final page of your

3

1 Inquiry statement, {HAR00010184/44}. You will see
 2 a signature there. Is that yours?
 3 A. It is.
 4 Q. Have you discussed your statements or the evidence that
 5 you propose to give today with anybody before coming
 6 here today?
 7 A. No.
 8 Q. Thank you.
 9 Now, I'm going to start with some questions about
 10 your background, if I may.
 11 You graduated with a degree in civil engineering,
 12 I think in 1981, from Salford University.
 13 A. Yes.
 14 Q. Did you study façade engineering as a speciality?
 15 A. No.
 16 Q. Did the course that you did include the fire performance
 17 of materials, building materials? Did it include how
 18 façade materials are tested or classified in relation to
 19 fire?
 20 A. No.
 21 Q. Since graduating in 1981, I think it's right that you
 22 have worked in various construction and cladding
 23 companies.
 24 A. Yes.
 25 Q. Yes. And you have worked, I think, for a number of

4

1 companies, including Elementa.
 2 A. Elemeta.
 3 Q. Elemeta, forgive me. What was your job title there, at
 4 Elemeta?
 5 A. I started as a graduate trainee and became a contracts
 6 manager.
 7 Q. You also worked at, I think, Channel Triline Limited.
 8 A. Yes.
 9 Q. What was your job title there?
 10 A. I was contracts director.
 11 Q. A contract director?
 12 A. Yes.
 13 Q. I see. Then you also name, I think, Chiltern Aluminium
 14 Limited as another company you worked for.
 15 A. Yes, I was operations director.
 16 Q. During your time with any of those three organisations,
 17 did you work on any cladding projects on high-rise
 18 residential blocks?
 19 A. No.
 20 Q. Now, can I ask you to look at your witness statement,
 21 your Inquiry witness statement, paragraph 4, and I would
 22 like to show you the top line of the page, page 2
 23 {HAR00010184/2}, where you say:
 24 "Over some 15 years I gained significant experience
 25 in all aspects of building envelopes from design to

5

1 manufacturing and installation."
 2 Now, the 15 years, was that from 1981 to 1996, or
 3 was it another period?
 4 A. 1981 to 1996.
 5 Q. Did that significant experience involve façade design?
 6 A. No, we had façade designers working for us.
 7 Q. What about façade installation?
 8 A. Yes.
 9 Q. Yes. What about product procurement?
 10 A. Product procurement but not product selection.
 11 Q. I see.
 12 Would I be right in thinking that, during those
 13 15 years in the industry, you, as part of your
 14 experience, learnt something about fire performance
 15 principles?
 16 A. Yes.
 17 Q. During your whole 35-year career to date, or so, did you
 18 ever have cause at any time to study the
 19 Building Regulations?
 20 A. I read through Approved Document B some years ago, but
 21 found it quite complicated, and as a result I have
 22 a working knowledge of it but not detailed.
 23 Q. Right.
 24 Can you, even roughly, tell us how long ago you read
 25 through Approved Document B?

6

1 A. Ten years.
 2 Q. Was there a specific reason which prompted you to read
 3 Approved Document B?
 4 A. I can't recall.
 5 Q. Right.
 6 Was your reading of Document B a one-off, or have
 7 you had cause to go back to it and refer to it over the
 8 years?
 9 A. The most recent interaction I had with it is looking at
 10 diagram 40, which determines whether the products need
 11 to be class 0 if they're over 18 metres.
 12 Q. When was that?
 13 A. That would have been, I think, even during Grenfell.
 14 Q. Right. We will come back to that.
 15 In general, did you have cause at any time to study
 16 any of the industry guidance relating to exterior
 17 envelopes in relation to high-rise buildings, such as
 18 the 2008 CWCT standard and related technical guidance?
 19 A. I've read through the CWCT standard, and there's I think
 20 12 or 13 volumes of that, which deal with all aspects of
 21 the cladding, from testing, impact loads, weather
 22 resistance, and fire is one of those elements.
 23 So, again, I've read through that, I understand the
 24 principles of the elements, but again, not in forensic
 25 detail.

7

1 Q. Yes.
 2 Now, as at 2013, did you consider yourself as well
 3 placed as anyone in the specialist cladding industry in
 4 the UK to advise on whether materials or products to be
 5 used in an external wall construction complied with the
 6 Building Regulations 2010, and in particular Approved
 7 Document B?
 8 (Pause)
 9 A. Yes.
 10 Q. And it sounds, from what you're telling us, that you had
 11 by that date amassed a reasonable body of expertise,
 12 technical expertise, that would equip you to answer
 13 detailed queries if they arose on a particular project?
 14 A. It depends how detailed the queries were.
 15 Q. Yes, fair enough.
 16 Did you understand that there were specific
 17 requirements in relation to external wall construction
 18 for buildings which exceeded 18 metres in height?
 19 A. Yes.
 20 Q. Were you keeping abreast of amendments to and
 21 developments of the Building Regulations and associated
 22 good practice?
 23 A. I wasn't personally, but we had a technical manager,
 24 prior to Dan Anketell-Jones, who had an MSc in façade
 25 engineering and was a member of the Institute of Façade

8

1 Engineers. So when he left, Daniel took on that role.
 2 So we actually had someone within the company whose job
 3 that was.
 4 Q. Who was that?
 5 A. Prior to Dan Anketell-Jones, it was a chap called
 6 Graham Hackley.
 7 Q. When did he leave?
 8 A. I think he left in 2013, or the end of 2012.
 9 Q. Did he have any role at all -- it sounds from the date
 10 of his departure that he didn't, but can you just
 11 confirm for us -- in relation to the Grenfell Tower
 12 project?
 13 A. No, he didn't.
 14 Q. And you say that Daniel Anketell-Jones took over from
 15 him?
 16 A. Yes.
 17 Q. Did Daniel Anketell-Jones have equivalent or better
 18 professional qualifications?
 19 A. Daniel had an MSc in structural engineering, and was on
 20 the MSc façade engineering course.
 21 Q. Right.
 22 Now, you go on to say in paragraph 4 of your
 23 statement {HAR00010184/2}, which I hope is still on the
 24 screen in front of you:
 25 "I was also involved in a number of largescale

9

1 building envelope projects including the North Terminal
 2 for Gatwick."
 3 Now, Gatwick North Terminal, from my research, was
 4 opened, I think, in March 1988, so you would have been
 5 quite junior at that time.
 6 A. I was a young contracts manager, yes.
 7 Q. Yes.
 8 Did you specifically work on the façade engineering
 9 of the North Terminal?
 10 A. Not on the façade engineering.
 11 Q. What aspects of the façade did you work on?
 12 A. A contracts manager in our context is someone who
 13 organises the material, suppliers, the delivery, the
 14 access equipment, the programming on site. So I wasn't
 15 actually involved in the engineering of the façade.
 16 Q. Right. What about product selection or product --
 17 A. Product selection was initially done by the architect,
 18 who were YRM, and in-house it was the company's,
 19 Elemeta, the technical and design department.
 20 Q. Were you involved in considering the fire rating
 21 performance of the materials for use in the
 22 North Terminal façade?
 23 A. No.
 24 Q. Now, at paragraph 5 of your statement, you say that, to
 25 date, ie November 2018, which is when you signed this

10

1 statement, two Harley employees have been funded through
 2 the MSc in façade engineering. Was one of those
 3 Mr Hackley, who you have referred to?
 4 A. Yes.
 5 Q. Who was the other one?
 6 A. Dan Anketell-Jones.
 7 Q. Oh, I see. Did Dan Anketell-Jones complete his MSc in
 8 façade engineering?
 9 A. He has, but he had left the company by the time he
 10 completed his MSc.
 11 Q. Right. Do you know where he was on the course, at what
 12 stage he had reached on that façade engineering course,
 13 when he was involved in the Grenfell Tower project?
 14 A. I think he was three-quarters of the way through.
 15 Q. I see.
 16 So would it be right to say that, during the period
 17 2014 to 2016, mid-2016, Harley didn't actually have
 18 anybody with a completed qualification in façade
 19 engineering?
 20 A. Yes.
 21 Q. Now, you set Harley Curtain Wall Limited up in 1996, and
 22 you also say that that company did estimating, designing
 23 and project managing construction packages of external
 24 façades, including rainscreen.
 25 When you set it up, is it right that you were the

11

1 only employee?
 2 A. Yes.
 3 Q. So you did all the work?
 4 A. Yes.
 5 Q. At paragraph 8 of your statement, if we can just go to
 6 that, please, on page 3 {HAR00010184/3}, you say there
 7 that you subcontracted relevant work. Do you see you
 8 say that?
 9 A. Yes.
 10 Q. What kind of work did you subcontract?
 11 A. The physical installation of the work, the drafting of
 12 the design, and the manufacturing of the products.
 13 Q. So when you say the drafting of the design, is that you
 14 actually sketched out the designs for the façade, did
 15 you?
 16 A. It depends what form the contract takes. Usually the
 17 architect designs what they want and we effectively
 18 productionise it.
 19 Q. I see. So you would work with the architect in relation
 20 to design?
 21 A. Yes.
 22 Q. Did you have anybody yourself who you would engage as
 23 an independent contractor to do design work?
 24 A. There were a couple of draughtsmen that we knew and used
 25 at that stage.

12

1 Q. Who were they, do you remember?
 2 A. I can't remember their names.
 3 Q. Right.
 4 What about fitting, did you subcontract fitting?
 5 A. We did.
 6 Q. Is that how you got to know Grahame Berry and
 7 Mark Osborne?
 8 A. No, I knew Grahame Berry and Mark Osborne from Channel.
 9 When I joined Channel, Mark Osborne was the installation
 10 manager for the company, and Grahame Berry was the shop
 11 foreman, who was then prompted to the technical office.
 12 So I'd known those two directors of Osborne Berry for --
 13 Q. I see.
 14 A. -- 30-odd years now.
 15 Q. Yes. And you used them as cladding fitters I think
 16 regularly --
 17 A. Yes.
 18 Q. -- for about 20 years after 1996.
 19 A. Correct.
 20 Q. Yes. We will come back to them later in your evidence.
 21 Can I just show you paragraph 10 of your Inquiry
 22 statement. You identify there four previous projects on
 23 residential tower blocks which involved ACM rainscreen
 24 cladding, namely Premier House, Castlemaine Tower,
 25 Clements Court and Ferrier Point.

13

1 A. Yes.
 2 Q. Were there any others?
 3 A. Yes, there was Chalcots Estate and Little Venice.
 4 Q. Little Venice was when?
 5 A. Little Venice would have been 2009. Around then, I may
 6 be a year or so out.
 7 Q. Was Little Venice a private block or a social housing
 8 block?
 9 A. Social housing.
 10 Q. It was. And they were all projects involving buildings
 11 in excess of 18 metres in height, were they?
 12 A. Yes.
 13 Q. Now, prior to the Grenfell Tower project, can you
 14 describe the state of your understanding of the
 15 combustibility of ACM panels?
 16 A. They are class 0.
 17 Q. Well, we'll come back to what that means in detail
 18 later, but in brief summary, can you tell us what that
 19 meant to you?
 20 A. That it's a product that won't burn unless it's being --
 21 unless there's a flame on it, so it won't sustain
 22 a fire.
 23 Q. Right.
 24 Did you have any understanding in particular of the
 25 combustibility and the fire risks attendant on

14

1 polyethylene core, PE core, within an ACM panel?
 2 A. No.
 3 Q. Did you have any understanding about the availability
 4 and relative merits in terms of fire performance of fire
 5 retardant ACM panels?
 6 A. Fire retardant ACM panels, that's -- were not a product
 7 that was widely advertised. The only reason I knew of
 8 its existence is because I read the BBA certificate.
 9 The BBA certificate for Reynobond says that both the PE
 10 core and the FR core achieve a class 0 rating.
 11 Q. You read the BBA certificate at the time of the
 12 Grenfell Tower project?
 13 A. I read it in 2008.
 14 Q. In 2008?
 15 A. Yes.
 16 Q. Did you read it after 2008?
 17 A. I didn't read it thoroughly after 2008. I read it
 18 thoroughly in 2008 when we were working on the
 19 Chalcots Estate project, and the -- when I've seen it
 20 since, it is the same certificate.
 21 Q. Did you have any understanding at the time of the
 22 Grenfell Tower project -- which I appreciate is a period
 23 of years, as far as you're concerned -- about the
 24 combustibility and attendant fire risks relating to PIR
 25 insulation?

15

1 A. No. The ... there's a bit of a history to rigid
 2 insulation boards. They came into existence on
 3 high-rise buildings after 2009, when part L was revised
 4 and the need for better insulation on buildings became
 5 the driver.
 6 The first product that was used in high-rise that
 7 was approved, as far as we were concerned, was
 8 Kingspan K15, and that's a product, when it was first
 9 suggested, we looked into, or our technical manager at
 10 the time looked into and checked it out and said, "Yeah,
 11 that's -- you know, we can use that on high-rise
 12 buildings". And that product is widely used -- has been
 13 widely used, almost as standard in the industry, since
 14 2008, because Rockwool, which is the stuff we had used
 15 previously, has a far less -- far less thermal
 16 performance.
 17 When we were asked to use Celotex on Grenfell Tower,
 18 we were of the mindset that these new special
 19 super-duper insulation products were acceptable,
 20 providing they met certain criteria.
 21 Celotex made a big, big deal about their products
 22 being suitable for buildings over -- specifically
 23 designed for buildings over 18 metres, they complied
 24 with BS 8414, and then they use the term which is very
 25 misleading now, looking back at -- the term "class 0

16

1 throughout", not surface, but actually throughout.
 2 So we not only read the literature , we had their
 3 technical sales manager in to go through the project , we
 4 sent drawings showing the application with the ACM on
 5 the building to them, and I think we carried out all
 6 possible reasonable tests . And it's also on the basis
 7 that Celotex produced (inaudible) a huge, multinational
 8 company, and we didn't believe for one second that they
 9 would attempt to mislead us on this .
 10 Q. Following up on one or two things in that answer, you
 11 say that the first product that was used in high-rise
 12 that was approved, as far as you were concerned, was
 13 K15.
 14 A. Yes.
 15 Q. And you say your technical manager at the time looked
 16 into it and checked it out and said yes, you can use it
 17 on a high-rise building.
 18 Who was that technical manager, was that Mr Hackley?
 19 A. It was.
 20 Q. I see.
 21 In Harley, was it the job of the technical manager
 22 to assess technical compliance of products?
 23 A. Yes.
 24 Q. I see. And at the time of Grenfell Tower, that was
 25 Dan Anketell-Jones, was it?

17

1 A. It was.
 2 Q. Yes, I see.
 3 When Mr Hackley first looked at Kingspan K15, do you
 4 remember, even roughly, when that was?
 5 A. I'm guessing -- I would imagine it was about 2010/2011.
 6 Q. You also say in that answer that, in relation to
 7 Celotex, "I think we carried out all possible reasonable
 8 tests ". What tests did you think --
 9 A. I should have said checks.
 10 Q. Checks, I see. So did you actually have any knowledge
 11 at all about what tests Celotex had carried out on
 12 RS5000, or FR5000 for that matter?
 13 A. No, on -- from their sales literature that I saw, it
 14 said it had been tested to BS 8414, and that it had been
 15 tested to BS 476, and it was class 0 throughout.
 16 Q. Yes. Well, we will come back to the product literature
 17 later on.
 18 A. Yes.
 19 Q. Just in general terms, can I ask you another question:
 20 did you at the time of the Grenfell Tower project have
 21 knowledge of the risks of specifying ACM polyethylene
 22 panels as part of a rainscreen cladding system together
 23 with PIR insulation?
 24 A. Absolutely not.
 25 Q. No.

18

1 Were you or anybody else at Harley a member of the
 2 Centre for Window and Cladding Technology, CWCT?
 3 A. The company was, yes.
 4 Q. When did Harley join as a member?
 5 A. I can't remember, but I would imagine probably 1999.
 6 Q. Right.
 7 A. Again, that's -- if I'm wrong, that will not ... it's
 8 because I can't remember.
 9 Q. Did membership of the CWCT mean that you had access to
 10 regular updates, technical guidance and industry
 11 knowledge?
 12 A. Yes.
 13 Q. How often did that come through to Harley as a member?
 14 A. I can't remember.
 15 Q. Right.
 16 Was there anybody in the organisation who was
 17 responsible for curating the information as it came
 18 through from that industry body?
 19 A. It would have been either our operations director ,
 20 Mark Stapley, but when Graham Hackley became the
 21 technical manager, it would go through him.
 22 Q. Were you or Harley as a company a member of the Metal
 23 Cladding and Roofing Manufacturers Association?
 24 A. No.
 25 Q. What about the Timber Decking and Cladding Association?

19

1 A. No.
 2 Q. The Architectural Cladding Association?
 3 A. No.
 4 Q. Or the Engineered Panels in Construction trade
 5 association , or EPIC, as it's known?
 6 A. No.
 7 Q. Is there any reason why any of those organisations
 8 didn't attract your interest?
 9 A. Well, we're not panel manufacturers, and we don't deal
 10 with timber and we don't do roofs.
 11 Q. Do you agree in general with this proposition: that it's
 12 necessary for a specialist cladding contractor to engage
 13 with trade associations in order to keep up with
 14 industry information and knowledge?
 15 A. Yes.
 16 Q. As a specialist , can we assume that Harley was keeping
 17 itself up to date with the cladding industry at large ,
 18 in general terms?
 19 A. In general terms, yes.
 20 Q. Yes.
 21 Now, at the time of working on the Grenfell Tower
 22 project , from 2013, were you aware that there had been
 23 a long history of external cladding façades on high-rise
 24 residential buildings?
 25 A. Sorry, can you repeat that?

20

1 Q. Yes.
 2 As at and from 2013, which was the time you were
 3 working on the Grenfell Tower project, were you aware
 4 that there had been a long history of fires on cladding
 5 façades on high-rise residential buildings?
 6 A. No.
 7 Q. So were you aware of the fire at Knowsley Heights in
 8 1991?
 9 A. I was aware of that fire, yes. That was the point after
 10 which cavity barriers were introduced.
 11 Q. Were you aware of the fire at Garnock Court which had
 12 occurred in 1999 --
 13 A. No.
 14 Q. -- resulting in one fatality? No.
 15 Were you aware of the fire at Lakanal House in south
 16 London in 1999?
 17 A. Yes.
 18 Q. Were you aware of the fire in Mermoz Tower in Roubaix in
 19 France in 2012?
 20 A. No.
 21 Q. What about the spate of fires in high-rise buildings in
 22 the UAE in the period 2012 to 2013?
 23 A. No.
 24 Q. No?
 25 What about the fires at the Address Downtown Hotel

21

1 and also at the Torch Residential Building, both in
 2 Dubai, in 2015, did you know about those?
 3 A. No, I don't think they were widely reported --
 4 Q. Right.
 5 A. -- at the time.
 6 Q. So of the list I have read out to you, I think you have
 7 said yes in relation to Knowsley Heights and
 8 Lakanal House.
 9 A. Yes.
 10 Q. Are there any others that come to mind which you were
 11 aware of as at and from 2013?
 12 A. No. Subsequent press had talked about a fire in
 13 Melbourne, but that was something that we had no
 14 knowledge of at all.
 15 Q. So can we take it from what you have just told us that
 16 you don't have or you didn't have any knowledge of the
 17 coverage of cladding fires in those Dubai high-rise
 18 buildings in 2015 --
 19 A. No.
 20 Q. -- and 2016 and the industry publications?
 21 A. No.
 22 Q. Right.
 23 It would follow from that, I think, that you didn't
 24 know that the external cladding had ignited and caused
 25 flame to spread up the external cladding.

22

1 A. Not at the time, no.
 2 Q. Or, I suppose, that the cladding on those buildings
 3 contained a polyethylene core; no?
 4 Is it fair to say that, as Harley was holding itself
 5 out as a specialist cladding contractor, you and your
 6 team should have been aware of the dangers associated
 7 with ACM panels that those fires illustrated?
 8 A. No, I don't.
 9 Q. Why is that?
 10 A. The fires that happened abroad were not reported, so we
 11 weren't aware of those. The other two fires, one in
 12 1991, the recommendation was about the cavity barriers
 13 should be installed. The Lakanal fire was -- as it was
 14 reported, the problem there was that the firestopping on
 15 the inside of the cladding system had been removed, so
 16 the panels themselves didn't appear to be the issue.
 17 Q. You see, the spate of fires in the UAE in 2012 and 2013
 18 were well publicised. I know they were overseas, but
 19 they were well publicised and carried by the BBC, but
 20 I think you're telling us you didn't have any knowledge
 21 of those.
 22 A. No.
 23 Q. Is that right?
 24 A. Correct.
 25 Q. Did you take any lessons away from your knowledge either

23

1 of the Knowsley Heights fire or of the Lakanal House
 2 fire about the fire performance of ACM cladding panels?
 3 A. No.
 4 Q. Let's go to Harley as at 2013 to 2014 as a topic.
 5 Can I take you to paragraph 9 of your Inquiry
 6 statement {HAR00010184/3}, please. You say there that:
 7 "By 2013-2014 Harley had approximately 16
 8 employees."
 9 Now, you have a son called Ben Bailey.
 10 A. Yes.
 11 Q. How old is Ben Bailey now?
 12 A. He is 31.
 13 Q. 31?
 14 A. Yes.
 15 Q. When was he first employed by Harley?
 16 A. Erm ... he actually worked for Harley during his summer
 17 holidays from university, but he became a full-time
 18 employee when he left university. I'm just trying to
 19 think what date that would have been. 2012/2013.
 20 Q. So he would have been 23 or 24 when he first started
 21 working --
 22 A. Yeah, full-time.
 23 Q. -- full-time at Harley?
 24 A. Yes.
 25 Q. 23 or 24?

24

1 A. Yes.
 2 Q. How many of your employees as at 2013 to 2014 would have
 3 been involved in façade engineering?
 4 A. 2013/14 -- in façade engineering?
 5 Q. Yes?
 6 A. Probably one.
 7 Q. Who is that?
 8 A. 2013/14, Graham Hackley would have left by then, it
 9 would be Daniel.
 10 Q. I see.
 11 How many of those employees would have been
 12 required, as part of their job, to consider the fire
 13 performance of specified materials in relation to any
 14 particular project?
 15 A. I -- in terms of ... what the design office generally do
 16 is if the products have a certificate that says they're
 17 class 0, they rely on that, so it's -- anybody working
 18 at the design office will look at -- once the
 19 certificate's been looked at, and the product is
 20 accepted, they will use it. We don't look at every
 21 product every time. Once it's been used and been
 22 signed off, we will use it on another project without --
 23 Q. Right.
 24 You refer to a design office. Who was the design
 25 office, or who comprised the design office, as at 2013

25

1 to 2014?
 2 A. 2013/14, it was -- Dan was in the design office,
 3 Mark Stapley was in the design office, and there were
 4 another four designers in our in-house design office at
 5 that stage.
 6 Q. Right. And after 2014?
 7 A. It was similar, until Harley Curtain Wall went into
 8 liquidation.
 9 Q. Okay.
 10 You refer also in that last answer to, "Once it says
 11 it's class 0, they rely on that". We'll come back to
 12 class 0 later on in your evidence, but I just want to
 13 note that there.
 14 Did Harley provide any formal training or continuing
 15 professional development for its employees in respect of
 16 their roles during that period?
 17 A. In addition to the MSCs, there were product knowledge
 18 courses that various employees went on. So that may
 19 involve training with the systems companies, people like
 20 Kawneer or Schueco, and also Pilkingtons with regard to
 21 glass, that sort of thing.
 22 Q. Did any of your staff go on product knowledge courses
 23 relating to ACM panels?
 24 A. No.
 25 Q. What about insulation to be used in a rainscreen system?

26

1 A. No.
 2 Q. No.
 3 Did Harley provide staff with training to allow them
 4 to keep up with industry accepted codes of practice for
 5 the design and installation of cladding and windows?
 6 A. That would have been the MSc course that --
 7 Q. Right.
 8 A. -- both Daniel and Graham went on.
 9 Q. But apart from that, I think the answer is no; is that
 10 right?
 11 A. Yes.
 12 Q. Okay.
 13 Was Harley ISO 9001 accredited?
 14 A. No.
 15 Q. Were the protocols of ISO 9001 applied by Harley, even
 16 though Harley wasn't a member?
 17 A. No.
 18 Q. Now, you go on to say in paragraph 9 of your statement
 19 that your role as a director was to oversee the projects
 20 being worked on.
 21 A. Yes.
 22 Q. That is right, is it?
 23 Would you actually yourself study quotations which
 24 were being given to employing contractors, main
 25 contractors?

27

1 A. The estimates were produced by our estimator and we
 2 would have a review before they were sent out.
 3 Q. Who was your estimator? Was that Mike Albiston?
 4 A. Mike Albiston.
 5 Q. Right.
 6 You say they would have a review; were you
 7 personally involved in that review?
 8 A. I was involved in the review with Mark Harris and
 9 Mike Albiston.
 10 Q. For Grenfell?
 11 A. For Grenfell, yes.
 12 Q. Yes.
 13 At paragraph 9 you also say that you would work with
 14 Mark Harris, I think he was the commercial manager, on
 15 the sales side of the business.
 16 A. Yes.
 17 Q. That's right, is it?
 18 How was your time divided, if you can give us some
 19 impression of it, between overseeing projects and the
 20 sales side of the business?
 21 A. I would say -- and I'm guessing -- 70% on projects and
 22 30% on sales.
 23 Q. Right.
 24 Now, you say also that overseeing projects would
 25 involve -- and these are your words -- "reviewing key

28

1 concept drawings for buildability and discussing
 2 projects internally"; do you see that --
 3 A. Yes.
 4 Q. -- in the third and fourth line there?
 5 So is it right that you would actually discuss the
 6 design, specifically the design, of cladding projects
 7 with your staff?
 8 A. Yes.
 9 Q. Yes.
 10 When you say, as you do at paragraph 9, that you
 11 reviewed key concept drawings, what does that mean, and
 12 specifically how would you distinguish between what you
 13 call a key concept drawing from any other drawing?
 14 A. Well, the key concept drawings are basically how we're
 15 going to build it.
 16 How best to describe this?
 17 In the -- well, if we're talking about Grenfell
 18 specifically, we looked at -- the architect sent us his
 19 design of how he wants the building or the cladding to
 20 work, and from that we're looking at ways to
 21 productionise. An example is the support rails for the
 22 windows. Now, this is an angle that bolts to the face
 23 of the structure above and below the opening, into which
 24 the window unit is loaded. And we spent quite a lot of
 25 time on that. Rather than taking a standard,

29

1 off-the-shelf angle extrusion, we designed it, reviewing
 2 a number of factors. One is thickening up various walls
 3 of it so that we didn't get any bending, where the -- so
 4 that ... shall I?
 5 SIR MARTIN MOORE-BICK: Is it going to help you to explain
 6 what you are trying to tell us?
 7 A. It is.
 8 SIR MARTIN MOORE-BICK: Well, yes, do, then.
 9 A. So that's the structure, the concrete structure, and
 10 here, on the architect's drawing, is a set of angles
 11 which are bolted, into which the window unit's loaded,
 12 and we have its -- made down there. On to the front of
 13 that is the cladding rail, which ultimately the panels
 14 are hooked over.
 15 Now, this rail, or this angle, what we did with that
 16 is actually determine the thickness that we want of this
 17 to give it its strength, and over here we slope this
 18 down so that any water that came on here would run off
 19 the front. And we introduced some key slots here so
 20 that when we bolted this to it, we didn't have to drill
 21 it on site, so the bolt would sit in here and stick up.
 22 A cleat would then bolt through to that, with adjustment
 23 in and out.
 24 On here, this is a serrated plate with a hole in it,
 25 and then there is a serrated plate here which the bolt

30

1 goes through into the concrete. So we can adjust this
 2 up and down and in and out. This is sloped to let the
 3 water off.
 4 At the bottom we put a downstand leg on it. So this
 5 is far more intricate and complex than the standard
 6 angle. The standard angle doesn't have these bits. At
 7 the base, the bottom one, it wasn't the reverse of this,
 8 because -- actually, I should have drawn that there.
 9 That's a ... that concrete cill was sloped back, so
 10 there was quite a long lever arm on this one. So the
 11 wall thickness here was increased because it was longer.
 12 At the bottom, we had a smaller upstand. This is
 13 serrated again, with a serrated base so we can adjust
 14 this up and down, and again, with a race in here to take
 15 the cleat to give us the adjustment in and out.
 16 When we had the window here -- bearing in mind these
 17 are big units and we're lifting them up and we are
 18 20 storeys up in the air, we don't want to drop
 19 anything. So the purpose of these is when we put the
 20 window in, the windows have a sort of -- have a channel
 21 at the -- and a channel ... So when we put it in, we
 22 push it up to the top, lift it over, and then when it
 23 sits in, in this position, position 2, it can't fall
 24 out. So you can put it up, let go, it can't come out.
 25 So when I'm talking about the productionisation or

31

1 taking the architect's concept, this is the bit of
 2 design that we're doing. So the whole concept of what
 3 the architect wants, how he's designed it, is his
 4 design, the products are his, but this bit is ours, and
 5 that's what I was involved with, the key concept of how
 6 this works. So we're looking at adjustment.
 7 Because the floors on here, the heights are
 8 different, so from this side of the building to the
 9 other side of the building, there can be 25-mil
 10 difference on the floor levels. So we have to have
 11 adjustment in this to take care of it all.
 12 So when I'm talking about our design, that's what we
 13 do.
 14 MR MILLETT: Sorry to cut you off, because it's getting
 15 a bit long.
 16 A. Yes.
 17 Q. My question was: what distinguishes key concept designs
 18 or key concept drawings from other drawings. Is what
 19 you have just done to show us an example of a key
 20 concept drawing?
 21 A. Correct.
 22 Q. And that would be done by the Harley designers?
 23 A. That would be done by the Harley designers.
 24 Q. And you would review those?
 25 A. Yes.

32

1 Q. Would they then be reviewed again by Studio E on this
2 project?
3 A. Yes.
4 Q. They would. Before going off for construction?
5 A. Yes.
6 Q. Routinely?
7 A. I've seen that there are some drawings that slipped
8 through that, but routinely.
9 Q. Right.
10 A. Absolutely every time they should be reviewed by --
11 Q. I see.
12 So can we take it that you saw all drawings produced
13 by Kevin Lamb and Daniel Anketell-Jones?
14 A. No.
15 Q. Why not? Were they not key concept drawings?
16 A. There were half a dozen key concept drawings at the
17 start that I saw, and thereafter, as they -- and then
18 there are variations on those key concept drawings.
19 Q. I understand.
20 A. Variations on those drawings, I don't see, and there are
21 revisions that go backwards and forwards with the
22 architects. I don't see all those revisions.
23 Q. How would you decide which ones you saw and which ones
24 you didn't see?
25 A. Generally it's the early, the first half dozen drawings

33

1 that I would see.
2 Q. I see.
3 A. Other drawings may pass across my desk, but I'm not
4 necessarily reviewing all of those.
5 Q. Very well. We may come back to some examples of those
6 later on in your evidence.
7 You say you reviewed the key concept drawings which
8 you have very helpfully now illustrated. Does that also
9 tell us that you would have considered the fire
10 performance of the materials being used?
11 A. I think with the ACMs which we had used before, we knew
12 they were class 0, so we didn't review them, but we knew
13 what they were. So we didn't review it; it was taken as
14 read that they were compliant.
15 The insulation, as I've explained earlier, was a new
16 product to us. Daniel spoke to Celotex, had the
17 technical sales manager in, we sent them key drawings
18 and they've signed off on it. So as far as we were
19 concerned, the products were safe.
20 Q. Would you also consider the fire safety of the design
21 itself and its compliance with Approved Document B when
22 considering the key concept drawings you have described?
23 A. I think the products -- at this stage there are
24 things -- these are early stage drawings, so there are
25 additions that go on to that. So the firebreak strategy

34

1 is introduced a little bit further down the line.
2 Q. Well, we're going to come back to that, but my question,
3 I'll just repeat it: did you yourself consider, when
4 considering the key concept drawings, whether or not
5 those drawings complied with Approved Document B,
6 Mr Bailey?
7 A. Yeah, I think we just took it as read that they were.
8 Q. Well, you took it as read that they were --
9 A. Well --
10 Q. -- but would you consider --
11 A. Yes. We wouldn't -- we would not knowingly provide
12 materials that weren't compliant.
13 Q. No.
14 A. Or designs that weren't compliant.
15 Q. I'm going to try and pin you down a bit more.
16 When you reviewed the key concept drawings that you
17 have described to us by the illustration, did you
18 cross-check those designs as part of your review with
19 the Building Regulations and with Approved Document B?
20 A. Not specifically, no.
21 Q. No.
22 Now, going back to paragraph 9 {HAR00010184/3}, you
23 say that you would usually visit the site once every two
24 to three weeks to see how work was progressing. That is
25 right, is it?

35

1 A. Yes.
2 Q. How many projects would Harley be working on at any one
3 given time, in general terms, as at 2013/14?
4 A. Four, five.
5 Q. Right. And during the period 2013 to 2016, when
6 Harley -- and by that I mean the two companies -- were
7 involved in the Grenfell Tower refurbishment, do you
8 recall how many other projects those two companies were
9 actually involved in? Was it the same number?
10 A. Yes.
11 Q. Now, in order to assess the progress of those works, is
12 it right that you would have known what materials were
13 being used or proposed on those projects?
14 A. Yes.
15 Q. And during the site visits, would you be looking at
16 those specifically?
17 A. Not specifically.
18 Q. To what extent would you personally be appraised of the
19 specific materials being used or proposed for
20 a particular job at any given time?
21 A. I would know what products were on the job, yes.
22 Q. Would you discuss those with the client or client
23 representative at those site meetings?
24 A. No.
25 Q. Now, you go on to say, and this is paragraph 9 again:

36

1 "On occasions, I would visit projects more
2 frequently."
3 Do you see that?
4 A. Yes.
5 Q. How would you normally determine the frequency of your
6 visits to site on these projects?
7 A. How smoothly they were running.
8 Q. Right, I see. So the less smooth, the more frequent?
9 A. Yes.
10 Q. Now, we know you set up Harley Façades in 2000, and that
11 that company remained dormant until, I think,
12 September 2015, when Harley Curtain Wall went into
13 administration. Have I got that right?
14 A. No, actually it was running in parallel with Harley
15 Curtain Wall for about nine months.
16 Q. Okay. For nine months up to September 2015; is that
17 right?
18 A. Yes.
19 Q. In September 2015 -- 10 September 2015, I think -- the
20 Grenfell Tower project -- I'll call it that -- was
21 transferred or novated, if you like, from Harley Curtain
22 Wall to Harley Façades under a formal novation
23 agreement.
24 A. Correct.
25 Q. I don't want to take you to it, I will just read the

37

1 reference into the record so we can see it if we need
2 it: {TMO100000004}.
3 Now, in general terms, in your view, to the best of
4 your recollection, did the financial difficulties of
5 Harley Curtain Wall have an impact on the progress of
6 the Grenfell Tower refurbishment?
7 A. I think, to my recollection, no, although it may have
8 delayed the project by a couple of weeks.
9 Q. Okay.
10 Just going back to an answer you gave earlier on,
11 you say that you would visit normally every two to
12 three weeks. Did you visit the Grenfell Tower site
13 every two to three weeks?
14 A. Yes, maybe a little more than that.
15 Q. Was that because it was a little less smooth than other
16 projects?
17 A. No. I think, certainly after the novation, there was
18 a lot of stuff to sort out, so ...
19 Q. Right. We may come back to that with you or others.
20 Can I turn to some questions about Mark Harris.
21 I would like you to look at his witness statement,
22 please. It's {HAR00010159/2}, please, and I would like
23 you and I to look together, please, at paragraph 8. He
24 says there:
25 "One of the subcontractors I worked for as a

38

1 freelance consultant was Harley Curtain Wall.
2 I estimate that for the first fifteen years of my work
3 as a freelance consultant I divided my time between
4 these various subcontractors, and thereafter, for a
5 period of about five years I worked exclusively for
6 Harley Curtain Wall and Harley Facades Limited ...
7 During the time that I was involved in the Grenfell
8 Tower project I was working exclusively for Harley.
9 I worked full time and was generally based at Harley's
10 offices."
11 From what date do you remember Mark Harris worked
12 exclusively for Harley?
13 A. I can't recall. I would have to guess at from 2011.
14 Q. About 2011, you think?
15 A. Yeah. But that is a guess, I can't recall.
16 Q. What prompted him to come and work exclusively for
17 Harley, do you remember?
18 A. Because we were his biggest client by some way, and he
19 decided that he would be better off working for us
20 full-time.
21 Q. Right.
22 Now, looking at that last sentence in paragraph 8,
23 where he says, "I worked full time and was generally
24 based at Harley's offices", does that tell us that he
25 was still an independent consultant, even though he was

39

1 working for Harley full-time?
2 A. He was, yeah.
3 Q. He wasn't an employee on your payroll?
4 A. No.
5 Q. Were there any formal contractual arrangements between
6 Mr Harris as an independent contractor and Harley?
7 A. He sent us his invoice every month and we paid it.
8 Q. I see. But beyond that, there were no terms and
9 conditions, governing contractual relationships?
10 A. No.
11 Q. Was he paid on a commission basis or a bonus basis?
12 A. Yes.
13 Q. Can you --
14 A. He had a retainer and was paid on commission for the
15 work that we got.
16 Q. I see. Can you just give us a little bit of detail
17 about how that commission arrangement worked?
18 A. It was a percentage of the sales value for a project.
19 Q. Okay. The sale of what in particular?
20 A. The contract value.
21 Q. Right. So the value of the contract between Harley and
22 the main contractor?
23 A. Yes.
24 Q. I see.
25 Did his commission or bonus or any remuneration

40

1 arrangements depend in any way on the prices that he
 2 managed to secure from suppliers?
 3 A. No.
 4 Q. Can I ask you, then, about Grenfell Tower specifically .
 5 Now, we've seen your statement at paragraph 9
 6 {HAR00010184/3} that your role included -- and we've
 7 seen this already -- going through estimating work,
 8 reviewing key concept drawings for buildability and
 9 keeping up to date through site meetings and progress
 10 meetings. You have given us a general picture in
 11 paragraph 9.
 12 Can we take it that the general picture in
 13 paragraph 9 applied to the Grenfell Tower project?
 14 A. Yes.
 15 Q. Yes.
 16 How many times in total do you think you attended
 17 site on the Grenfell Tower project?
 18 A. It would be -- it would be a guess.
 19 Q. Well, I don't want you to guess.
 20 Who would you generally meet on those occasions?
 21 A. I would meet Ben, the project manager, I would meet the
 22 fixers , and the Rydon project manager, which would be
 23 Simon Lawrence or Dave Hughes or Steve Blake.
 24 Q. Right. You said project manager. Do you mean project
 25 manager or did you mean contracts manager?

1 A. Well, both.
 2 Q. What about Simon O'Connor?
 3 A. Simon O'Connor, yes.
 4 Q. What about Building Control?
 5 A. No.
 6 Q. I'm so sorry, there is a question I should have asked
 7 you a moment ago about Mark Harris' remuneration.
 8 You say it was a percentage of the contract value.
 9 What was that percentage?
 10 A. It was on a sliding scale between 1% to 0.5%.
 11 Q. Right.
 12 Now, we know that the value of the contract between
 13 Harley and Rydon was roughly £3 million, just a little
 14 bit under £3 million .
 15 A. Yeah.
 16 Q. Do you know what Mark Harris' total remuneration was in
 17 relation to that project?
 18 A. I would have to guess.
 19 Q. Do you remember where it was on the scale between 0.5%
 20 and 1%?
 21 A. No, I would be guessing. I can't remember, I'm afraid.
 22 Q. Okay. Is there a document that shows how he was
 23 remunerated?
 24 A. There may well be one somewhere. Mark may have a copy
 25 of it .

1 Q. Right. Is there a formal document which set out how he
 2 was to be remunerated, which would then generate the
 3 invoices that you have discussed?
 4 A. I've known Mark for a long time and we agreed on
 5 a handshake.
 6 Q. Right. How did the sliding scale work?
 7 A. I can't remember.
 8 Q. Right.
 9 A. But Mark will have a copy of it , I'm sure.
 10 Q. We will ask him about it . You don't remember where on
 11 the sliding scale the Grenfell Tower project ended up?
 12 A. Again, going from memory, I think up -- there was so
 13 much up to a particular value, then over the value it
 14 was a reduced percentage, because the sales work is
 15 pretty much the same if you're doing a £1 million
 16 project or if you're doing a £5 million project . So
 17 that's why there was a sliding scale .
 18 Q. Now, can I take you back to your statement, paragraph 9,
 19 and also paragraph 76 {HAR00010184/19}, just for the
 20 purposes of reference.
 21 You say in your statement that you would have ad hoc
 22 meetings about key concept drawings for Harley's
 23 projects; is that right?
 24 A. Yes.
 25 Q. We know, and we will come to it in detail later , you had

1 a meeting with Studio E on the Grenfell Tower project --
 2 they were the Grenfell Tower project architects -- on
 3 27 September 2013 at Hays Galleria --
 4 A. Yes.
 5 Q. -- in London, where I think you discussed, among other
 6 things, the materials for the façade.
 7 A. We discussed a range of things and potential materials
 8 which might be used, yes.
 9 Q. Yes.
 10 Was it normal for Harley, as a specialist
 11 subcontractor, to have meetings with architects on
 12 a project directly before the project had been put out
 13 for tender and before a main contractor had been
 14 appointed?
 15 A. It's not unusual for either Harley or any other
 16 subcontractor to do that.
 17 Q. Can I show you paragraph 77 of your statement, page 20
 18 {HAR00010184/20}. Let's have that up on the screen, if
 19 we could. You say there that you believe you
 20 reviewed -- this is the second line :
 21 "... initial key concept design drawings for
 22 Grenfell Tower, including the elevation drawings ...
 23 I would have discussed these with Kevin Lamb and/or
 24 Daniel Anketell-Jones."
 25 Did you discuss those at the Hays Galleria meeting

1 with Studio E?
 2 A. No, because those drawings weren't -- didn't exist.
 3 Q. They didn't exist at that stage? Did you discuss any
 4 drawings at that meeting, do you remember?
 5 A. I think, from memory, Studio brought a few drawings with
 6 them which they laid out on the table. They had sent
 7 some drawings, I think, to Mark prior to the meeting,
 8 but it was very, very much an initial sort of sales
 9 meeting, what products are there, what -- how do we
 10 build it, what's the access like. So a whole range of
 11 high-level topics were covered.
 12 Q. Once those key concept drawings had come into being, did
 13 you discuss those with Kevin Lamb or
 14 Daniel Anketell-Jones?
 15 A. Our key concept drawings, yes.
 16 Q. How often did you have meetings with them, do you think,
 17 to discuss those drawings?
 18 A. Those drawings were produced quite quickly, so over
 19 a period of two or three weeks, I would have -- those
 20 drawings were -- those key concept drawings were
 21 produced. So during that two or three-week period,
 22 I must have sat down with them three or four times.
 23 Q. I see. Would you have conferred with anyone else about
 24 those drawings, beside Mr Lamb and Anketell-Jones?
 25 A. Yes, Mark Stapley would have been looking at them.

1 Rob Maxwell, our contracts manager at the time, would
 2 have an input, because he's also interested in the
 3 buildability and the deliverability of the project.
 4 Q. Did any of those discussions, either with Mr Lamb,
 5 Mr Anketell-Jones, Mr Stapley or Mr Maxwell, involve the
 6 discussion of materials?
 7 A. Only -- we knew at that stage what materials were being
 8 used, that they were prescribed as Celotex for the
 9 insulation and ACM for the panels.
 10 Q. You have mentioned that you would have internal progress
 11 meetings in relation to the Grenfell Tower project. In
 12 general, who would have been in attendance at those
 13 meetings?
 14 A. They weren't specifically for Grenfell, they were
 15 a project review meeting, so we would talk about the
 16 other projects as well as Grenfell. But in that, in
 17 those meetings that we had, Mark Stapley would have been
 18 there, Rob Maxwell, Dan, Kevin, me. On the Grenfell
 19 project, Ben may have been in there. On the other
 20 projects we were doing, other project managers would
 21 have been in as well.
 22 Q. How often did you have internal progress meetings on
 23 these projects?
 24 A. They were irregular, so maybe once a month.
 25 Q. So can we take it that you would have had internal

1 progress meetings, including meetings about the
 2 Grenfell Tower project, roughly once a month but
 3 irregularly?
 4 A. Yes.
 5 Q. Right.
 6 Now, let's go to paragraph 67 of your statement,
 7 page 17 {HAR00010184/17}. You confirm there that in
 8 late March 2015:
 9 "... I was aware of the debate that was going on as
 10 to what the requirements for these fire breaks were ..."
 11 You see that?
 12 A. Yes.
 13 Q. You go on and explain and quote from one of the emails,
 14 and there is some context to that and we will come back
 15 to that, I think, later on, but in general terms, can we
 16 take it from that as an example of your involvement that
 17 you were being kept abreast of a whole range of issues
 18 during this project from materials to key concept
 19 drawings to cavity barriers, for example?
 20 A. Yes.
 21 Q. Can we take it also that you were really closely
 22 involved in the Grenfell refurbishment from the meeting
 23 with Studio E in September 2013 until the end of
 24 Harley's involvement in the project?
 25 A. I was as closely involved in that project as all the

1 other projects we were dealing with.
 2 Q. What percentage or proportion roughly of your own time
 3 was spent dealing with the project in that time, in that
 4 period?
 5 A. With Grenfell?
 6 Q. Yes, with Grenfell.
 7 A. In the Harley Curtain Wall era, probably 10%. After
 8 Harley Curtain Wall disappeared, probably 40%, because
 9 we only had two projects running at the time.
 10 Q. I follow.
 11 I'm going to turn to a different topic, which is
 12 regulatory requirements.
 13 Can we look at your statement at paragraph 30,
 14 please {HAR00010184/7}. You quote from the covering
 15 letter for the Harley quotation for the building
 16 envelope, that's the quotation to Rydon.
 17 A. Yes.
 18 Q. "Our offer includes for the design, supply and fix of a
 19 complete envelope package, all in accordance with the
 20 Clients Requirement Documents issued by yourselves."
 21 I have some questions about that.
 22 As part of the design element for Harley's work,
 23 would that involve reviewing the drawings produced by
 24 Studio E?
 25 A. We wouldn't review their drawings; we would use their

1 drawings as a basis for our design.
 2 Q. Right. And you would, as you say, use. You would
 3 then -- is this right? -- produce detailed design
 4 drawings of your own based on what Studio E had
 5 provided?
 6 A. Yes, we produced the production drawings, to make the
 7 distinction .
 8 Q. I follow .
 9 Would you agree that part of Harley's responsibility
 10 for the design, supply and fix would include ensuring
 11 that the design of the façade complied with the relevant
 12 statutory requirements?
 13 A. Yes, but not in isolation .
 14 Q. What does that mean?
 15 A. There is a -- we produce -- when we received drawings,
 16 the drawings from Studio E, and they were issued to us,
 17 they're RIBA stage E. At that point, we believe that
 18 what's being issued to us is compliant. So the premise
 19 we start with is that the expectation is that the design
 20 is compliant, and we then are producing the production
 21 version of the architect's design.
 22 Q. Does that tell us that nobody at Harley analysed the
 23 Studio E drawings or the NBS specification, as contained
 24 in the tender documentation, in order to ensure that
 25 they complied with the relevant statutory requirements?

1 A. The -- we reviewed the NBS specification because that,
 2 amongst other things, gave us the -- our design remit,
 3 what part of the design we were responsible for. The
 4 design that's come from the architect, we did look at.
 5 You will notice that the first RFI that we produced,
 6 which was the very first RFI on the project, was a query
 7 about cavity barriers and firebreaks, seeking input from
 8 the architect, from the -- from their fire consultants,
 9 and Building Control, about exactly where they wanted
 10 them. So, yes, that was our response to their drawings.
 11 Looking generally at where the cavity barriers were
 12 placed, there was or there is -- the situation there is
 13 you have one window within a compartment, so when there
 14 wasn't an additional cavity barrier round the window,
 15 that in itself didn't necessarily ring any alarm bells
 16 because, for the fire to escape from the cavity back
 17 into the building, it would have to go past a cavity
 18 barrier. So this was something that is not uncommon in
 19 the industry. If there's a single window within
 20 a compartment, it quite often doesn't actually have
 21 a barrier round it.
 22 So this didn't -- in itself it doesn't raise a huge
 23 red flag, but the very first thing we did was query
 24 cavity barriers.
 25 Q. Mr Bailey, I'm going to stop you at the end of that.

1 I hope it's the end of that answer, because it's quite
 2 a long answer. I'm going to re-ask the question but I'm
 3 going to break it down.
 4 Just take the NBS specification, okay: did anybody
 5 at Harley analyse the materials and products contained
 6 in the NBS specification so far as concerned the
 7 cladding to check whether it complied with the relevant
 8 statutory requirements?
 9 A. Yes.
 10 Q. They did?
 11 A. Yes.
 12 Q. Who was that?
 13 A. It would have been Daniel.
 14 Q. I see.
 15 Did anybody at Harley analyse the drawings that had
 16 come to Harley from Studio E to check to see whether
 17 they complied with the relevant statutory requirements?
 18 A. Yes, and we believe that they did.
 19 Q. You say you believe that they did. What I'm really
 20 trying to get at here is whether you, Harley, operated
 21 on the assumption that somebody else had done the
 22 checking first, or whether you yourself checked?
 23 A. It was the expectation that it had been done by Studio E
 24 before it came to us.
 25 Q. As far as the drawings are concerned -- is this

1 right? -- Harley proceeded on the assumption that
 2 Studio E had checked all the drawings that they had
 3 produced and satisfied themselves that they complied
 4 with the statutory obligations and requirements?
 5 A. Yes.
 6 Q. Does that tell us that nobody at Harley checked the
 7 drawings for statutory compliance?
 8 A. I think that's a bit harsh, but yes.
 9 Q. Well, you say a bit harsh; I don't want to be harsh,
 10 I just want to get to the bottom of what happened.
 11 Were there checks carried out by Harley on the
 12 Studio E drawings for compliance?
 13 A. No.
 14 Q. Right.
 15 Do you accept that, as a specialist subcontractor
 16 responsible for design, supply and fix of the façade on
 17 the Grenfell Tower project, the buck stopped with Harley
 18 on products and design?
 19 A. No.
 20 Q. Why not?
 21 A. Because there is a raft of layers with Harley, with the
 22 architect, with the fire consultants, with
 23 Building Control, to ensure that the products are -- or
 24 the design is compliant.
 25 Q. Are you saying that you were reliant on Building Control

1 to make sure that the products and design were
 2 compliant?
 3 A. Well, ultimately, yes.
 4 Q. Can you explain how that comes about, given that you
 5 were selling expertise and services as a specialist
 6 cladding subcontractor on this project?
 7 A. If -- we have our designs and the expertise is in the
 8 cladding and how it's attached to the building, how we
 9 get it to site on time, how we make it fit. On
 10 particular items where we're not entirely clear, we ask
 11 questions of the architect, of the specialist, of
 12 Building Control, to ensure that it complies.
 13 Q. You say "of the specialist, of Building Control".
 14 Are you telling us that, even though Harley was
 15 a specialist cladding subcontractor with a lot of
 16 experience, particularly in relation to overcladding
 17 high-rise residential buildings, you nonetheless relied
 18 on Building Control to tell you whether or not the
 19 products and design complied with the statutory
 20 requirements?
 21 A. We're not -- we are not statutory compliance experts, so
 22 when we have a doubt about how something is done, we
 23 seek guidance, and Building Control are the experts on
 24 compliance, so that's -- and we don't talk to
 25 Building Control direct, everything that we supply, all

53

1 the drawings that we produce are passed through to the
 2 main contractor, to the architect, who then pass those
 3 on to Building Control for checking. And on the
 4 specific items that we're talking about, the cavity
 5 barriers, we pushed that right up the chain so that
 6 everybody looking at it, from all aspects, was happy
 7 that the design complied.
 8 SIR MARTIN MOORE-BICK: Mr Millett, just allow me to
 9 intervene for a moment.
 10 I wonder if you can just help me to understand this,
 11 Mr Bailey: if we reduce this to something specific like
 12 the insulation --
 13 A. Yes.
 14 SIR MARTIN MOORE-BICK: -- did you consider it to be
 15 Harley's responsibility to check what the
 16 NBS specification provided for by way of insulation and
 17 satisfy yourselves that it complied with the
 18 Building Regulations and ADB?
 19 A. We checked the specifications, we knew that Celotex was
 20 the named product, and we had Celotex in, we had read
 21 their literature, and they convinced us that it
 22 complied.
 23 SIR MARTIN MOORE-BICK: So I think what you're saying is you
 24 did regard that as part of your responsibility --
 25 A. Yeah.

54

1 SIR MARTIN MOORE-BICK: -- and you were satisfied because of
 2 what you already knew about Celotex, based on the
 3 literature that you had been given?
 4 A. Yes, that's right.
 5 SIR MARTIN MOORE-BICK: Is that right?
 6 A. That's right.
 7 SIR MARTIN MOORE-BICK: Thank you very much.
 8 Yes, Mr Millett.
 9 MR MILLETT: Mr Chairman, this may be a convenient moment.
 10 I was about to switch subtopic.
 11 SIR MARTIN MOORE-BICK: Oh, I didn't intend to break your
 12 line of questioning.
 13 MR MILLETT: Not at all. It may be that a review of the
 14 notes may speed things up a little bit. But it may be
 15 a convenient moment. I am happy to continue, but we are
 16 moving on to a slightly different subtopic.
 17 SIR MARTIN MOORE-BICK: All right.
 18 Mr Bailey, we're going to have a short break now so
 19 that you can stretch your legs and so on.
 20 While you're out of the room, I have to ask you,
 21 please, not to discuss your evidence or anything to do
 22 with the Grenfell refurbishment with anyone else.
 23 We will take quarter of an hour and come back at
 24 11.35, please.
 25 THE WITNESS: All right.

55

1 SIR MARTIN MOORE-BICK: If you would like to go with the
 2 usher, then, please.
 3 (Pause)
 4 All right, 11.35, please.
 5 (11.18 am)
 6 (A short break)
 7 (11.35 am)
 8 SIR MARTIN MOORE-BICK: All right, Mr Bailey, ready to carry
 9 on?
 10 THE WITNESS: Yes.
 11 SIR MARTIN MOORE-BICK: Thank you.
 12 Yes, Mr Millett.
 13 MR MILLETT: Mr Chairman, thank you.
 14 Mr Bailey, we're going to turn to a different topic
 15 now, which is the contractual arrangements in relation
 16 to this Grenfell Tower project specifically.
 17 Can I ask you to look at paragraph 47, first of all,
 18 please. That's your Inquiry statement at page 12
 19 {HAR00010184/12}. You say there at paragraph 47 that:
 20 "Towards the end of July [2014], Harley were
 21 officially notified of Rydon's intention to appoint it
 22 as the Envelope Package sub-contractor. The 'Letter of
 23 Intent' refers to the 'Authorised Works' as 'Design of
 24 Facade Works' (for the sum of £30,000). Whilst no
 25 written contract was ever signed between Harley and

56

1 Rydon, a scope of works and ascertainment of lump sum
 2 price was agreed in around July 2014 in the figure of
 3 £2,617,495.00.”
 4 Do you know why a contract was never formally agreed
 5 between Rydon and Harley?
 6 A. I don't.
 7 Q. Did it concern you that there was never a contract
 8 signed between Harley and Rydon?
 9 A. No, it's not unheard of.
 10 Q. Not unheard of, but did it concern you was my question?
 11 A. No.
 12 Q. It's not unheard of, but is it usual to have no formal
 13 written contract on a project of this size?
 14 A. It's not usual, no.
 15 Q. Given that it wasn't usual, can you explain why it
 16 happened?
 17 A. I can't.
 18 Q. Did it cause any difficulties for Harley, not having
 19 a contract formally setting out the extent of the works
 20 and Harley's responsibilities ?
 21 A. No.
 22 Q. Now, I think it's right, isn't it, that your scope of
 23 works, Harley's scope of works, was determined by the
 24 letter of intent, the LOI, sent by Rydon to Harley?
 25 A. Yes.

1 Q. Let's just look at that. If we can go to {HAR00005867},
 2 please. This is the letter of intent, or rather this is
 3 an email, I should say, sent to you by Mark Harris on
 4 25 July. Do you see that?
 5 A. Yes.
 6 Q. He attached, among other things, the Harley signed
 7 letter of intent with its appendices.
 8 Did you read them at the time?
 9 A. Probably not.
 10 Q. Why not?
 11 A. There were a lot of -- well, there are some key
 12 documents in there I would have read. Other ones,
 13 probably not, no.
 14 Q. Well, would you have read the Harley signed letter of
 15 intent?
 16 A. Yes.
 17 Q. You would have done, right .
 18 Did you take steps to make sure that your staff --
 19 so Mark Stapley, Daniel Anketell-Jones, and perhaps Ben
 20 as well, Ben Bailey -- read the LOI?
 21 A. No.
 22 Q. Turning to the letter of intent itself, if we can,
 23 that's at {HAR00000120}, you can see there, under
 24 item 1, "Design of Façade Works (the 'Authorised
 25 Works)". Did you understand from that that Harley bore

1 the responsibility for designing the entire façade?
 2 A. To the extent it was set out in the NBS specification .
 3 Q. Well, that qualification doesn't appear here, and I'm
 4 really just trying to understand your recollection about
 5 what the scope of the work was.
 6 I'll just try the question again: did you
 7 understand, having probably read this letter of intent,
 8 that Harley's job was to design the façade?
 9 A. Yes.
 10 Q. Yes.
 11 Now, if we look on down the LOI, if you go to
 12 heading 1, "Compliance", just immediately below that,
 13 you can see that it says that:
 14 "The Authorised Works must comply with the
 15 following ..."
 16 And there is a series of appendices, which include
 17 appendix D and appendix F.
 18 If you go over the page {HAR00000120/2}, you can see
 19 what appendix F -- well, you can't, actually, but it
 20 does include appendix F.
 21 Can we look at appendix D, first of all, which is
 22 the subcontractor pre-contract interview, {HAR00000391}.
 23 Did you look at this, do you think?
 24 A. Yes, I think I did.
 25 Q. Yes. Let's look at page 2 {HAR00000391/2} under

1 clause 4.2, please. That says, "Drawings", and 4.1:
 2 "Revised/updated drawings to be issued to
 3 subcontractors offices electronically. A copy to be
 4 held by site manager. You are responsible for checking
 5 drawing revision with site manager prior to commencing
 6 work."
 7 So when you saw that, you understood it, did you?
 8 A. Yeah.
 9 Q. And the "you" in this case is always Harley, isn't it,
 10 clearly?
 11 A. It is.
 12 Q. Under 4.2 specifically, "Subcontractor Drawings - n/a",
 13 and then you can see there are five items there with
 14 dates: preparation, approval, re-submission, issued for
 15 construction and manufacturing period, and then a note:
 16 "All drawings and specifications received by us will
 17 be commented upon and approved in principle only. The
 18 subcontractor remains fully responsible for the design,
 19 including relevant compliances, design and dimensional
 20 integration."
 21 Just looking at that, do you accept that Harley was
 22 responsible and remained responsible for ensuring that
 23 the design of the façade comprising the authorised works
 24 met the relevant compliances?
 25 A. Yes.

1 Q. And that included the Building Regulations and
 2 associated guidance, including Approved Document B?
 3 A. Yes.
 4 Q. Yes.
 5 Did you expect your team on this project to be
 6 sufficiently familiar with the requirements of the
 7 Building Regulations and Approved Document B to be able
 8 to design a safe cladding system?
 9 A. Yes, and in instances where they were unsure, they would
 10 seek guidance from the architect, Building Control and
 11 other specialists.
 12 Q. Which other specialists?
 13 A. The specialists employed by Rydon, ie the fire
 14 consultants.
 15 Q. Is that Exova?
 16 A. Yes.
 17 Q. Right. We will come back to that, I think, later.
 18 Does it follow from the unqualified part of your
 19 answer that you recognised that Rydon, as the contractor
 20 buying your services as a subcontractor, would be
 21 relying on Harley's familiarity with those statutory
 22 requirements and their expertise?
 23 A. Our expertise in the cladding, and if we required
 24 assistance with the statutory requirement, we would seek
 25 it.

61

1 Q. Well, let me ask it again: does it follow from that part
 2 of the answer that wasn't qualified that, as a
 3 contractor buying your services, Rydon buying Harley's
 4 specialist subcontractor services, Rydon was relying on
 5 Harley's familiarity with the Building Regulations and
 6 Approved Document B?
 7 A. Yes.
 8 Q. Yes.
 9 Can I ask you to look at appendix F, which is
 10 a schedule of information, which is {HAR00000396},
 11 please. This is a list under the heading "Envelope
 12 Package, Schedule of Information". Do you see that?
 13 A. Yes.
 14 Q. And under that it says, "Specifications", and under the
 15 third item there, do you see, "Section B Specification
 16 and Design requirements"?
 17 A. Yes.
 18 Q. Now, we will come back to this document in a minute, but
 19 can we first turn to the contents page of the JCT
 20 contract between Rydon and the TMO, which is at
 21 {RYD00000001/2}. Now, I would like to look here at the
 22 same reference under part 2, where it says, "Section B -
 23 Specification and Design Requirements". Do you see
 24 that?
 25 A. Yes.

62

1 Q. So what's happening is that appendix F contains the same
 2 reference in the subcontract as contained in the head
 3 contract between Rydon and the TMO; yes?
 4 A. Yes.
 5 Q. Yes.
 6 Now, if we can look at page 179 {RYD00000001/179} of
 7 this document, the JCT D&B contract between Rydon and
 8 the TMO, this is where we find section 2B. This says or
 9 is entitled, "Architectural Employer requirements are
 10 contained within", and then you can see, "Architectural
 11 NBS in Appendix A/Architectural". Do you see that?
 12 A. Yes.
 13 Q. This is the NBS specification that was prepared by
 14 Studio E and provided to Harley with the tender
 15 documents.
 16 A. Yes.
 17 Q. I say that. Do you agree with that?
 18 A. Yes.
 19 Q. Was it your understanding that Harley's contract with
 20 Rydon, the subcontract, required Harley to consider the
 21 NBS specification?
 22 A. Yes.
 23 Q. And would you agree that it would be, to all intents and
 24 purposes, impossible for Harley to produce a proper
 25 tender for the project and to conduct detailed design

63

1 work unless Harley had considered the NBS specification?
 2 A. Yes.
 3 Q. Yes.
 4 Now, going back, if we can, to appendix F, which is
 5 {HAR00000396/3}, please, we see that that appendix also
 6 incorporated, if you look at the top of page 3, at the
 7 last LO but one, "LO1212 SPEC 001". Do you see that?
 8 A. I do.
 9 Q. Yes. Do you happen to know what that might have been?
 10 A. I don't.
 11 Q. Let me help you. That was a specification produced by
 12 Curtins Consulting. Let me show that to you. That's
 13 {ART00000914}, please. This is dated 1 March 2013. You
 14 can see that it's entitled "LO1212-SPEC-001", produced
 15 by Curtins Consulting, and entitled "Structural
 16 Performance Specification for the Design, Supply and
 17 Application of Overcladding Systems to Grenfell Tower".
 18 Did you look at this document at the time, do you
 19 think?
 20 A. I'm not sure I've ever seen this document.
 21 Q. Right, even though it was referred to in the
 22 subcontract?
 23 A. Yes.
 24 Q. Really?
 25 Would you accept, just looking at its description,

64

1 that it was an important document because it sets out
 2 the specification for the design, at the very least, of
 3 the overcladding system for Grenfell?
 4 A. Yes.
 5 Q. Can you explain why you didn't look at this document?
 6 A. Whilst it's referred to in the letter of intent, I'm not
 7 sure it was ever supplied.
 8 Q. You say you're not sure it was ever supplied; does that
 9 mean that you have looked into this and --
 10 A. No.
 11 Q. Right. I see.
 12 Now, let's see how we go with it. At section 1, if
 13 you can go to that, please, page 3 {ART00000914/3}, it
 14 says under "General", in the second line, second
 15 sentence:
 16 "All works shall be designed, supplied and
 17 constructed by the Contractor."
 18 Whether or not you saw this document historically,
 19 do you accept that in this case, you -- Harley that
 20 is -- were the subcontractor engaged to design the
 21 building envelope?
 22 A. Sorry?
 23 Q. Well, the contractor is Harley in this case.
 24 A. Yes.
 25 Q. Yes. As such, Harley had to design, supply and

65

1 construct the building envelope.
 2 A. Yes.
 3 Q. Yes.
 4 Now, let's look at section 4, which is page 7
 5 {ART00000914/7}. This sets out the standards of
 6 compliance. You see it says, "Compliance with General
 7 Standards", and there is a list there of standards of
 8 compliance that all design, components and workmanship
 9 must comply with.
 10 Would you agree with me that Harley was under
 11 an obligation to Rydon, through this document, to ensure
 12 that the design, components and workmanship must comply
 13 with each of those requirements and recommendations?
 14 A. Yes.
 15 Q. Including the statutory requirements, the
 16 Building Regulations 2000 and subsequent amendments, and
 17 indeed the BRE digests and information papers.
 18 A. Yes.
 19 Q. Yes.
 20 If we look at section 5, which is page 8
 21 {ART00000914/8}, this is entitled "Specific Standards of
 22 Compliance", and here is a list of specific standards
 23 applicable to the building envelope. Were you familiar
 24 with this list?
 25 A. No. As I said, I've not seen this document before.

66

1 Q. No. You may not have seen the document before, as you
 2 said, but just casting your eye, if you would, down the
 3 list of British Standards, are these standards which are
 4 familiar to you?
 5 A. Some are and some aren't.
 6 Q. Let's look at one particular one, the pre-penultimate,
 7 so third from the bottom:
 8 "BRE Publication: Fire Performance of External
 9 Thermal Insulation for Walls of Multi Storey Buildings
 10 2nd edition 2003."
 11 Was that familiar to you at the time as
 12 an applicable standard?
 13 A. If that's BR 135, yes.
 14 Q. What about this publication, BRE publication, second
 15 edition?
 16 A. No, I don't know.
 17 Q. Right, okay. Maybe it --
 18 A. -- the same.
 19 Q. It may be the same thing.
 20 What about the last one:
 21 "Centre for Walling & Cladding Technology ([C]WCT):
 22 Standards for Walls with Vertical Rainscreen 1998."
 23 A. Yes.
 24 Q. You read that. I think you told us you were familiar
 25 with that.

67

1 A. Yes.
 2 Q. All right.
 3 Now, do you accept that you, Harley, were obliged to
 4 be familiar with and apply each of those publications,
 5 and particularly the publications I've just picked out,
 6 the BRE 135 publication and the CWCT standard?
 7 A. Yes.
 8 Q. If we look at page 9 {ART00000914/9}, please, next page,
 9 under section 6, "Design", and look at the third bullet
 10 from the bottom, you can see that it refers to the need
 11 for effective fire barriers. At the top part of the
 12 page, you see that the document requires the designer,
 13 the constructor, to consider the effects of the need for
 14 effective fire barriers.
 15 Were you aware that that was an obligation that
 16 Harley owed to Rydon?
 17 A. Yes.
 18 Q. And then at page 11 {ART00000914/11}, under section 7,
 19 you can see that the contractor -- the title is
 20 "Overcladding", and we can see here, if you look at
 21 7.1.13, it says that:
 22 "The system should comply fully with the
 23 recommendations of the BRE document 'Fire Performance of
 24 External Thermal Insulation for Walls of Multi Storey
 25 Buildings', second edition, 2003."

68

1 So that's 135, and then again at 7.1.14:
 2 "The system shall not be a fire risk at any stage of
 3 installation, nor shall it constitute a fire hazard
 4 after completion if for any reason the insulant becomes
 5 exposed."

6 Again, did you understand that those were
 7 obligations which Harley owed to Rydon?

8 A. Yes.

9 Q. Yes.

10 Now, let's just look, if we can, at the BRE
 11 publication of 2003, that's the second edition, and we
 12 will also look at the one in 2013, the third edition.

13 Starting with the second edition, {BRE00005554/2},
 14 if we start there, please, this is the document.

15 Just looking at the first page of it, is that
 16 something that you were familiar with at the time of the
 17 contract?

18 A. Yes.

19 Q. Summer 2014. It was.

20 Now, we can see it's authored by -- if we look at
 21 the next page {BRE00005554/3} -- Sarah Colwell and
 22 Brian Martin, and this document sets out design
 23 principles for external cladding referred to by the
 24 Curtins specification.

25 My first question is this: did you look at this

1 document specifically during the Grenfell Tower
 2 refurbishment?

3 A. I didn't, no.

4 Q. You didn't. Did you look at it before starting on the
 5 Grenfell Tower project?

6 A. I think I looked at it a few years ago.

7 Q. What, before the project?

8 A. Yes.

9 Q. What had caused you to look at this document?

10 A. General reading.

11 Q. Was it a specific project that had prompted you to look
 12 at this?

13 A. I can't recall.

14 Q. Right.

15 Did you refresh your memory ever in relation to this
 16 document or was this a one-off read?

17 A. It was a one-off read.

18 Q. Right. How many years before the Grenfell Tower project
 19 was that one-off read?

20 A. I'm guessing five years.

21 Q. Right.

22 Are you aware or were you aware that this document,
 23 which you call and I think is for short called BRE 135,
 24 referred to specifically in Approved Document B?

25 A. Yes.

1 Q. Were you aware that specifically, specifically, it's
 2 referred to at paragraph 12.5 of Approved Document B?

3 A. I couldn't give you the paragraph number.

4 Q. No, fair enough.

5 Can we look at page 7 {BRE00005554/7} of this
 6 document, please. This is a reference to a fire in 1999
 7 in a housing block in Scotland, and you can see the
 8 picture, figure 1, Garnock Court, Irvine. This was one
 9 of the fires I asked you about earlier this morning and
 10 you said you had no recollection of, I think.

11 Looking at this document, are you sure that was
 12 quite right, if in fact you had read this document?

13 A. Yes, the name of the building didn't register with me.

14 Q. Right.

15 Now, if we look at page 9 {BRE00005554/9}, you can
 16 see that the mechanisms of fire spread are described
 17 there by figure 2, both in text form and in a picture.

18 Did you understand, having read this document, even
 19 though five years or so before Grenfell, or before your
 20 involvement on it, that you understood that cladding
 21 systems can create the opportunity for rapid unseen
 22 flame spread --

23 A. Yes.

24 Q. -- which causes an unacceptable risk to the occupants?

25 A. Yes.

1 Q. Was that something that you appreciated during your time
 2 working on the Grenfell Tower project?

3 A. Yes.

4 Q. Now, did you realise that this guidance also warns that
 5 external cladding systems offer a potential route for
 6 fire spread through multistorey buildings?

7 A. Yes.

8 Q. And that close attention should be paid to the
 9 installation of cavity barriers to inhibit the spread of
 10 flame in the event of a fire involving an external
 11 cladding system?

12 A. Yes.

13 Q. Let's look at page 10 {BRE00005554/10}, paragraph 3, it
 14 refers to cavities, and it says there:

15 "If flames become confined or restricted by entering
 16 cavities within the external cladding system, they will
 17 become elongated as they seek oxygen and fuel to support
 18 the combustion process. This process can lead to flame
 19 extension of five to ten times that of the original
 20 flame lengths [and this is in bold] regardless of the
 21 materials used to line the cavities. This may enable
 22 fire to spread rapidly, unseen, through the external
 23 cladding system, if appropriate fire barriers have not
 24 been provided (Figure 4)."

25 Was that statement of principle something with which

1 you were familiar at the time of your involvement on the
 2 Grenfell Tower project?
 3 A. Yes.
 4 Q. Again looking at page 10 at paragraph 5, "Fire Service
 5 intervention", it says:
 6 "Where the external cladding system is not
 7 significantly contributing to the spread of fire from
 8 one storey to the [next], then intervention by emergency
 9 services should prevent continued fire propagation by
 10 way of the building envelope. However, where the
 11 external cladding system is contributing to the fire
 12 propagation rate, the potential exists for the fire to
 13 affect multiple storeys simultaneously, thus making
 14 firefighting more difficult."
 15 Again, is that a principle, even in general terms,
 16 with which you were familiar at the time of your
 17 involvement in Grenfell?
 18 A. Yes.
 19 Q. Just one or two more references, then. Page 17
 20 {BRE00005554/17}, please, third paragraph down, this
 21 deals with "System-specific details: ventilated
 22 cavities". You can see there that it says, third
 23 paragraph down:
 24 "Once the fire is within the cavity, it may
 25 propagate unseen through the system if adequate fire

73

1 barriers are not employed. This may result in
 2 significant risk of system collapse or fire break out at
 3 significant distances from the fire origin."
 4 So does that tell us, and did you understand at the
 5 time, that the guidance was requiring close attention to
 6 be paid to the installation of cavity barriers to
 7 inhibit the spread of flame in the event of a fire
 8 involving an external cladding system?
 9 A. Yes.
 10 Q. Then on page 17 a little bit lower down, under the
 11 heading "Performance of materials in fire", do you see
 12 it says, first of all, "Insulation" and then it says:
 13 "The performance of insulating material when
 14 subjected to this type of fire scenario has been
 15 outlined in the previous section. Typically,
 16 non-combustible materials are used in these systems as
 17 it is difficult to prevent fire entering the cavity and
 18 spreading through the insulating material."
 19 Again, did you understand that?
 20 A. Yes.
 21 Q. Then bottom of page 17 over to page 18 {BRE00005554/18},
 22 we can see it says, under "External panel":
 23 "Materials used for external panels used can vary
 24 from non-combustible through to combustible.
 25 • Non-combustible materials and materials of

74

1 limited combustibility (as defined in Tables A6 and A7
 2 of Approved Document B). Typically cementitious-based
 3 products through to natural products such as stone
 4 veneers and coated metal panels."
 5 And it goes on about that.
 6 Then it says, four lines up from the end of that
 7 bullet point, halfway through that mini paragraph:
 8 "Metal panels such as aluminium ..."
 9 Do you see that?
 10 A. Yes.
 11 Q. "... may fall from the system if the strength of the
 12 fixings is affected by the local fire source. They may
 13 also melt, generating molten metal debris if exposed
 14 directly to the sustained flame envelope."
 15 Again, was that a warning or risk that you were
 16 familiar with at the time of the Grenfell Tower project?
 17 A. Yes.
 18 Q. Now, the guidance available for the majority of the
 19 period of Grenfell Tower project was in fact contained
 20 in the 2013 edition of this document, BR 135, and it
 21 contained further warnings. Can we just look at that,
 22 {CEL00003364}, please. Again, it's by Sarah Colwell and
 23 a new editor, Tony Baker.
 24 Just looking at the front page, is this a document,
 25 the third edition, 2013, that you read?

75

1 A. I don't think I've seen that one.
 2 Q. Don't think you've seen it, right. Did you know that
 3 a further edition had been published in 2013?
 4 A. I --
 5 Q. You didn't?
 6 A. I didn't know.
 7 Q. How can you account for that? How did you not know that
 8 an updated edition of BR 135 had come into being, given
 9 your experience and position in the industry?
 10 A. I'm not sure actually how we're alerted to updates of
 11 certificates or new publications.
 12 Q. Right.
 13 A. So there's not a circular issued saying, "By the way,
 14 there's a new publication, here it is", you have to
 15 actively go and look for it.
 16 Q. Was there no system in place in Harley whereby guidance
 17 documents such as this one, which was official or
 18 semi-official because it's referred to in ADB, were
 19 curated or collected?
 20 A. No, and I think that's something that needs to be looked
 21 at more generally.
 22 Q. Right.
 23 Just looking at the bottom of that first page, did
 24 you know that this document had been produced on behalf
 25 of Celotex?

76

1 A. Well, no.
 2 Q. Right.
 3 Just help me with this: did you know of any
 4 relationship at the time, given your role in the
 5 industry, between Celotex and the BRE?
 6 A. No. I'm a little surprised.
 7 Q. Let's look at the document. Page 11 {CELO0003364/11},
 8 please. I'll take this very quickly.
 9 Paragraph 2.1, you can see halfway down it says, it
 10 refers to regulatory systems and then in the third
 11 paragraph it says:
 12 "These potentially conflicting requirements are
 13 highlighted in the area of innovative materials and
 14 designs, which are being driven by the need to construct
 15 more energy-efficient and sustainable buildings. In
 16 order to meet these design challenges, the range of new
 17 and innovative materials and designs of systems being
 18 offered as potential solutions has also increased the
 19 volumes of potentially combustible materials being used
 20 in external cladding applications."
 21 Do you see that?
 22 A. I do.
 23 Q. Was that something as a general principle you were aware
 24 of at the time?
 25 A. Yes.

1 Q. If you look on at page 22 {CELO0003364/22},
 2 paragraph 6.4.1, under the heading "Insulation", I just
 3 want to show you that:
 4 "Performance of materials in fire .
 5 "Insulation .
 6 "As it can be difficult to prevent fire entering the
 7 cavity and spreading in these systems, the selection of
 8 the insulation materials used and the design of the fire
 9 barriers to close these cavities are particularly
 10 important."
 11 Again, at the time of the Grenfell Tower project,
 12 were you familiar with that as a general principle, even
 13 though you may not have seen this document?
 14 A. Yes.
 15 Q. Yes. Can I then go back to the LOI.
 16 SIR MARTIN MOORE-BICK: Mr Millett, I'm just wondering
 17 whether this document was produced -- I can't scroll
 18 up --
 19 MR MILLETT: Yes, I've just had a note from those behind me,
 20 Mr Chairman. Perhaps I can just clear that up.
 21 Mr Bailey, I asked you about production on behalf of
 22 Celotex Limited. That may be my fault for
 23 misunderstanding what that means. So I may have to
 24 revisit that later. But I would withdraw the question
 25 about the production of this document by Celotex --

1 A. Okay.
 2 Q. -- or any relationship between Celotex and the BRE.
 3 A. Fine.
 4 Q. Just for the record. We may need to clarify that later
 5 on.
 6 If we go back to the letter of intent,
 7 {HAR00000120/2}, clause 2(b), if we can just look at
 8 that, it says:
 9 "The draft Building Contract is available for
 10 inspection by you at our offices."
 11 Do you see that?
 12 "You are deemed to have notice of all its provisions
 13 and its provisions are incorporated in this Contract
 14 insofar as they relate to the Authorised Works."
 15 Just looking at that, that's a pretty common
 16 provision, isn't it, for a subcontract?
 17 A. It is.
 18 Q. Did you therefore understand that the provisions of the
 19 main contract between the TMO and Rydon were
 20 incorporated into the subcontract, so far at least as
 21 they referred to the design or related to the design of
 22 the façade?
 23 A. I didn't appreciate that at the time, but looking at
 24 what it says now, I would agree with you.
 25 Q. Right. You say you didn't appreciate it at the time;

1 can you explain why not?
 2 A. No.
 3 Q. Did you not yourself sit down and just review the whole
 4 suite of contracts to make sure you knew what Harley was
 5 being committed to?
 6 A. No.
 7 Q. Was that common as a matter of practice for you?
 8 (Pause)
 9 A. Normally we actually have a contract which you can read
 10 through. This is -- the way this is issued as a letter
 11 of intent, yeah, that is -- that's causing this issue,
 12 yes.
 13 Q. Yes. So your not knowing that the head contract had
 14 been incorporated into the subcontract was abnormal; is
 15 that right?
 16 A. Yes, and as I say, we never actually had the formal
 17 contract through.
 18 Q. No. I'll come to that, I think. But I think the answer
 19 to my question is that it was not normal for you not to
 20 know that the head contract terms were incorporated into
 21 the subcontract?
 22 A. Correct.
 23 Q. Right.
 24 Does that tell us that, at least in simple terms,
 25 you didn't know that Harley owed the same obligations to

1 Rydon that Rydon owed to its client, the TMO?
 2 A. Yes.
 3 Q. Did anybody at Harley, to your knowledge, ever take the
 4 opportunity to inspect the head contract between Rydon
 5 and the TMO?
 6 A. Not to my knowledge, no.
 7 Q. So can we proceed on the basis that Harley's involvement
 8 in this project proceeded without any familiarity at all
 9 with what Rydon had promised it would do for the TMO?
 10 A. Correct.
 11 Q. Is that unusual, in your experience?
 12 A. Unusual but not unheard of.
 13 Q. Right.
 14 If we can look at the main contract, this is
 15 {RYD00000001}. This is the first page. It's dated
 16 30 October 2014, this is the formal signed version, and
 17 it's a design and build contract. Can we take it that
 18 you knew at least that?
 19 A. Yes.
 20 Q. At the time of the Grenfell Tower project, how familiar
 21 were you with design and build projects?
 22 A. Reasonably. Probably a third of the jobs that we do are
 23 design and build.
 24 Q. Can we look at page 19 {RYD00000001/19}, please, and
 25 I would like you to look with me, please, at

81

1 clause 2.1.5.1, which is a specific clause inserted into
 2 the head contract, and it says:
 3 "The Contractor warrants [so that's Rydon warranting
 4 to the TMO] that it has not used and shall not use and
 5 has exercised and shall continue to exercise the
 6 standard of skill and care required by clause 2.17.2.1
 7 to ensure that it has not and shall not specify
 8 authorise cause or allow to be used in the Works any
 9 products or materials which ..."
 10 Then there are four sub-subclauses there, the first
 11 of which says, this is 2.1.5.1.1:
 12 "Do not conform with British or European Standards
 13 (where appropriate) or Codes of Practice (or where no
 14 such standard exists do not conform with a British Board
 15 of Agrément Certificate)."
 16 Did you understand that Harley was taking on that
 17 obligation vis-à-vis Rydon?
 18 A. No, but we wouldn't supply stuff that didn't conform as
 19 a matter of course.
 20 Q. What did Harley do to ensure that it wouldn't supply
 21 stuff that didn't conform, as you put it?
 22 A. The key components were set out in the prescriptive
 23 NBS specification, and we knew that Reynobond had
 24 an Agrément certificate which complied with this, we
 25 knew that the Celotex came with its certification,

82

1 albeit, as we subsequently found out, it wasn't what it
 2 was sold to us as.
 3 Q. Let's look at clause 2.17.1 on page 22 {RYD00000001/22}.
 4 That provides -- and again, it's quite long -- that the
 5 contractor, which is Rydon in this contract:
 6 "... shall (to the extent set out in clause 2.17.2.1
 7 below) be fully responsible in all respects for the
 8 design of the Works including ..."
 9 Then it goes on to say at clause 2.17.1.2, do you
 10 see:
 11 "... not limited to the co-ordination and
 12 integration of all design and the interface between
 13 design elements for the Works whether carried out by the
 14 Contractor or by any other party engaged on the Works
 15 and the Contractor shall adopt and take responsibility
 16 for any design work in relation to the Works which may
 17 be carried out or which may have been carried out by
 18 professional consultants or specialist Sub-Contractors
 19 or by any other person at the request of the Employer."
 20 Did you know that Harley was taking on that
 21 obligation vis-à-vis Rydon?
 22 A. No.
 23 Q. Then at 2.17.1.3, the contractor will be fully
 24 responsible in all respects for:
 25 "... selection of goods and materials and the

83

1 satisfaction of performance specifications included or
 2 referred to in the Employer's Requirements, the
 3 Contractor's Proposals, this Contract or any Change."
 4 Again, did you know that Harley was taking on that
 5 obligation vis-à-vis Rydon?
 6 A. No.
 7 Q. If we look a little further down at clause 2.17.2.2 on
 8 page 23 {RYD00000001/23}, it says that:
 9 "... the Works will when completed comply with any
 10 performance specification or requirements included or
 11 referred to in the Employer's Requirements or the
 12 Contractor's Proposals, this Contract or in any Change."
 13 The same question again: did you know that Harley
 14 was taking on that obligation vis-à-vis Rydon?
 15 A. No.
 16 Q. Clause 2.17.2.3:
 17 "Subject to clause 2.17.2.1, the Contractor shall
 18 design and construct the Works in compliance with all
 19 Consents (including the discharge of any reserved
 20 matters in planning consents relating to the Works),
 21 Statutory Agreements, Statutory Requirements, relevant
 22 codes of practice British Standards or EU equivalents
 23 and manufacturers recommendations and the requirements
 24 of the insurers of the Employer (insofar as details have
 25 been provided to the Contractor at the date of this

84

1 Contract).”
 2 Again, the same question, I am afraid: did you know
 3 that Harley was taking on that obligation vis -à-vis
 4 Rydon?
 5 A. No.
 6 Q. Would you agree that the reference to statutory
 7 requirements and relevant codes of practice would
 8 include the Building Regulations 2010 --
 9 A. Yes.
 10 Q. -- as a matter of practice?
 11 A. Yes.
 12 Q. Would you agree that, in order to ensure that Harley
 13 complied with the contractual obligations that were
 14 incorporated into Harley’s letter of intent with Rydon
 15 from the head contract, as specialist contractor, Harley
 16 would have to analyse the specification and the drawings
 17 provided by the architect to ensure that it was possible
 18 to comply?
 19 (Pause)
 20 A. Yes.
 21 Q. And to develop the design, your contract with Rydon
 22 required Harley to analyse the specification and design
 23 intent, again to ensure that you were able to comply
 24 with the Building Regulations?
 25 (Pause)

1 A. Yes.
 2 Q. And that would mean, would it, that you would have to
 3 look at the NBS specification and yourself make sure
 4 that the product actually complied with the
 5 Building Regulations and Approved Document B, rather
 6 than simply taking it on trust that that exercise of
 7 analysis had already been done by somebody else?
 8 A. I think there was an expectation that, by the time it
 9 came to us, it was compliant. With regard to the
 10 Celotex in particular, we carried out what we thought
 11 were the necessary checks to ensure that it complied,
 12 and we were convinced that it did. Unfortunately, it
 13 didn’t, and that’s gone past us, the architect, Exova,
 14 Building Control, and ...
 15 Q. Mr Bailey, would you just pause for a moment.
 16 SIR MARTIN MOORE-BICK: Mr Bailey, I’m going to have to ask
 17 you just to raise your voice a little bit, if you would?
 18 A. Sorry.
 19 SIR MARTIN MOORE-BICK: It’s not always very easy to hear
 20 what you’re saying. All right? Thank you very much.
 21 MR MILLETT: Mr Bailey, I don’t mean to be critical, but
 22 I do understand what you want to tell us about Celotex
 23 specifically, and we will come to FR and RS5000 in due
 24 time. I’m just trying to get a feel at the moment for
 25 the general propositions applicable to any product in

1 design relating to Harley’s obligations or which
 2 informed them.
 3 So my question again, in general terms -- I’m sorry,
 4 I’m going to repeat it -- do you accept that you would
 5 have to look at the NBS specification and yourself make
 6 sure, Harley make sure, that the product actually
 7 complied with the Building Regulations and Approved
 8 Document B, rather than simply taking it on trust that
 9 somebody else had done that job?
 10 A. Yes.
 11 Q. Thank you.
 12 Can I ask you to look at the head contract again,
 13 please, {RYD00094235/64}. This is the contract between
 14 Rydon and the TMO. Again, this is the conformed version
 15 executed on 30 October 2014.
 16 On this page, we can see clause 2.2.1:
 17 “All materials, goods and workmanship used in the
 18 execution of the Works shall be of such kinds and of
 19 such quality as are necessary to enable the Contractor
 20 to comply with his obligations under this Contract.”
 21 Then it says:
 22 “The Contractor shall not make any substitution for
 23 any materials goods or workmanship specified or
 24 described in the Employer’s Requirements or (if not
 25 specified or described in the Employer’s Requirements)

1 as set out in the Contractor’s Proposals or in the
 2 specifications revised and returned to the Contractor by
 3 the Employer in accordance with the Contractor’s Design
 4 Submission Procedure set out in Schedule 1 without the
 5 prior consent (not to be unreasonably withheld or
 6 delayed) in writing of the Employer.”
 7 Now, I know that’s a bit of a mouthful, but would
 8 you agree with me that, as far as this contract applied
 9 to Harley, Harley were under an obligation to ensure
 10 that any product substitutions had to be approved by
 11 Rydon?
 12 A. Yes.
 13 Q. So Harley wasn’t allowed simply to substitute a product
 14 without getting approval first from Rydon.
 15 A. Correct.
 16 Q. Now, can we look at {HAR00010155}. This is Harley’s
 17 quotation that it gave to Rydon in January 2014,
 18 29 January 2014. There is the first page of it.
 19 I would like you to go, please, to page 9
 20 {HAR00010155/9}, where we can see a cost summary. There
 21 is a long list of bullet points there about what it is
 22 you’re going to do for a total quotation there of
 23 £3.2 million-odd. Do you see that?
 24 A. I do.
 25 Q. You can see in that list that under the last bullet

1 point:
 2 "Design, drawings, survey and schedules for
 3 procurement: £110,978."
 4 Do you see that?
 5 Now, if you or Harley and anyone else at Harley had
 6 seen anything in the draft contract that you thought was
 7 beyond your expertise, or that you wouldn't expect to do
 8 within either the total budget or the specific
 9 sub-budgets for each head, you would have picked Rydon
 10 up on that, wouldn't you?
 11 A. We would.
 12 Q. Let me try it a different way: you wouldn't have quoted
 13 for something that you weren't qualified to do?
 14 A. No, we wouldn't.
 15 Q. And you wouldn't have quoted a figure which was too low
 16 for the work that you thought was required?
 17 A. No.
 18 Q. No.
 19 If, having seen the NBS specification and the
 20 employer's requirements and related drawings, Harley had
 21 thought that there were any concerns or flaws in the
 22 design, then Harley would have flagged that up in the
 23 quotation and priced accordingly?
 24 A. We would have done, yes.
 25 Q. Were you aware of any concerns at the time about the

1 employer's requirements or the design?
 2 A. No.
 3 Q. Can I go back to the letter of intent.
 4 SIR MARTIN MOORE-BICK: Forgive me a minute, Mr Millett,
 5 I think the usher wants to have a word with me.
 6 (Pause)
 7 I'm sorry, yes, on you go.
 8 MR MILLETT: Can I ask you to go back to the letter of
 9 intent at {HAR00000120/2}, please, and particularly
 10 paragraph 2(b), and that says:
 11 "The Articles of Agreement and Subcontract
 12 Conditions of Dom 2 will apply SAVE WHERE they are
 13 modified by the terms of this Contract. The draft
 14 Building Contract is available for inspection by you at
 15 our offices. You are deemed to have notice of all its
 16 provisions and its provisions are incorporated in this
 17 Contract insofar as they relate to the Authorised
 18 Works."
 19 What did you understand that to mean in the context
 20 of this letter of intent? This is something you say you
 21 think you did read.
 22 (Pause)
 23 A. As I'm reading that, this now, I ...
 24 (Pause)
 25 I don't read that as the subcontract conditions

1 being the same as the main contract conditions.
 2 Q. All right.
 3 Were you familiar with the subcontract conditions,
 4 the articles of agreement and subcontract conditions of
 5 DOM2?
 6 A. Broadly, yes.
 7 Q. At the time?
 8 A. Yeah.
 9 Q. Yes, broadly. Well, let's look at them. It's
 10 {INQ00011211}. These are the subcontract conditions for
 11 use with the domestic subcontract DOM2 articles of
 12 agreement, and this is the 2011 edition, which we
 13 believe was the current edition at the time of your
 14 involvement in the Grenfell Tower project.
 15 Just looking at its rather colourful, if not garish,
 16 first page, was that something familiar to you at the
 17 time, do you think?
 18 A. I think we may have actually had the 2010 edition,
 19 but ...
 20 Q. Right. But were you familiar with that edition?
 21 A. The 2010, yes.
 22 Q. Right. Well, this is the 2011 edition. Did you know
 23 that there was a difference?
 24 A. I --
 25 Q. I'm not aware of a difference, but --

1 A. I'm not sure that --
 2 Q. Let's see how we go with this.
 3 Are you saying that you were familiar with the 2010
 4 edition but not the 2011 edition?
 5 A. Yes.
 6 Q. I see. Well, let's see if it's any different.
 7 Can I can you to look at page 7 {INQ00011211/7}, and
 8 clause 2.1.1. This is under the heading "Obligations of
 9 the subcontractor":
 10 "The Sub-Contractor shall carry out ..."
 11 Do you see where it says that?
 12 A. Yes.
 13 Q. "The Sub-Contractor shall carry out and complete the
 14 Sub-Contract Works in a proper and workmanlike manner in
 15 compliance with the Sub-Contract Documents, the
 16 Construction Phase Plan and other Statutory
 17 Requirements ..."
 18 Did you understand that, from this, the statutory
 19 requirements would include the Building Regulations
 20 2010?
 21 A. Yes. All the work we carry out needs to be in
 22 compliance with the Building Regulations.
 23 Q. Yes, okay. And that that meant that Harley, under this
 24 incorporated set of standard terms, had an obligation to
 25 comply with the Building Regulations in relation to all

1 the work it did?
 2 A. Whether there was a contract or not, we had an
 3 obligation to comply with the Building Regulations.
 4 Q. Indeed, indeed.
 5 Did Harley have a formal process in place for
 6 conducting a compliance check of each of the materials
 7 to be used in the façade the subject of the LOI?
 8 A. On the products that we had used previously, and we have
 9 all the BBA certificates for, it's a very quick check.
 10 On the products we haven't used before, specifically
 11 Celotex, there is a process that we go through to check
 12 off that it does comply.
 13 Q. What was that process?
 14 A. We looked at, or our technical department looked at the
 15 certificates they gave us, we had meetings with them, we
 16 sent our drawings to them, to make sure they were happy
 17 that we were using it in the correct place, and we were
 18 convinced by them that they were compliant.
 19 Q. Let's just quickly then look at one or two more
 20 provisions in this subcontract.
 21 Clause 2.4.1 on page 8 {INQ00011211/8}. I'll try
 22 and take this quite quickly. This is under "Materials,
 23 goods and workmanship". Just looking at it -- I'm not
 24 going to read it all out because time will get short,
 25 but looking at it, were you familiar with that

93

1 obligation as an obligation which Harley owed to Rydon?
 2 A. Yes.
 3 Q. Yes. Page 9 {INQ00011211/9}, similarly, same question,
 4 2.12.1, clause 2.12.1, this is, "Divergences from
 5 Statutory Requirements", just have a look at that,
 6 2.12.1.
 7 Again, my question is: were you familiar with that
 8 obligation as an obligation which Harley owed to Rydon?
 9 A. Yes.
 10 Q. So would you agree with me that you were required, or
 11 Harley was required, to notify Rydon if there were any
 12 discrepancies between the design and the statutory
 13 requirements?
 14 A. Yes.
 15 Q. That again would involve positively checking whether the
 16 products proposed by the client, for example in the
 17 NBS specification or the employer's requirements, were
 18 compliant with the relevant statutory standards?
 19 A. Yes.
 20 Q. So, again, would it follow from that that you would
 21 accept that a specialist subcontractor should warn
 22 either the main contractor or the designer, if
 23 different, that there is a serious flaw in the design if
 24 it spots one?
 25 A. Yeah, and if we had spotted it in the design, it

94

1 wouldn't have been on the building.
 2 Q. Looking at clause 2.13.1 at the bottom of the right-hand
 3 page there, "Design Liability", just have a look at
 4 that, if you would, and my question is the same again.
 5 I will give you a moment to look at it.
 6 (Pause)
 7 Again, would you agree that you were familiar with
 8 the obligation as an obligation which Harley owed to
 9 Rydon?
 10 A. Yes.
 11 Q. That would mean that Harley was taking on full
 12 responsibility for its design work to the standard of
 13 an architect or other appropriate professional designer
 14 holding themselves out as competent to do the work?
 15 A. Yes.
 16 Q. Can we assume that Harley intended to comply with that
 17 obligation as it went through the project?
 18 A. Of course.
 19 Q. Did that extend to ensuring that any designer who worked
 20 on the project was appropriately qualified and competent
 21 to do so?
 22 A. Yes.
 23 Q. And for the purposes of the Grenfell Tower project, did
 24 that include Daniel Anketell-Jones?
 25 A. Yes.

95

1 Q. And Kevin Lamb?
 2 A. Yes.
 3 Q. Did you see anything in the contractual documents or in
 4 anything in your discussions with Rydon which you felt
 5 in any way operated to limit Harley's obligations as
 6 a designer of the cladding system in any way?
 7 A. I think in the NBS specification it states that we are
 8 responsible for the thicknesses and the engineering of
 9 the cladding.
 10 Q. Yes. My question was: did you see anything either in
 11 the contractual documentation that you did review or
 12 anything in the discussions you had with Rydon which you
 13 thought operated to limit Harley's obligations as the
 14 designer of the cladding system in any respect?
 15 A. Yes, the NBS specification.
 16 Q. What is it in the NBS specification that you say
 17 operated as a limitation on Harley's obligation in the
 18 respects I've just identified?
 19 A. Because it's in -- I can't tell you the exact clause,
 20 it's a design responsibility to determine the thickness
 21 of materials to be used.
 22 Q. Did you think that that limitation meant that you
 23 weren't responsible for any of these other things in the
 24 contract that I have been taking you through?
 25 A. That ... whatever we do needs to be compliant with

96

1 Building Regulations. That's not -- whether that's in
 2 the contract or not. We need to do the job properly.
 3 In terms of selection of products, that's not our
 4 responsibility ; that is in the prescriptive NBS.
 5 Checking the materials are compliant is something that
 6 we would do routinely. With the key product of Celotex,
 7 we did carry out our checks.
 8 Q. Can I then take you to the collateral warranty dated
 9 25 April 2016.
 10 A. Yes.
 11 Q. That's at {TMO10000033}. This is a formal contract, and
 12 we can see from page 1 that it's between Harley Façades
 13 Limited and the TMO as the beneficiary and Rydon as the
 14 contractor, and it's entitled "Collateral Warranty,
 15 Sub-contractor". If you look at page 2 {TMO10000033/2}
 16 you can see the date of the execution of this document,
 17 which is 25 April 2016. Do you see that?
 18 A. I do.
 19 Q. If you go to page 7 {TMO10000033/7}, you can see that
 20 there is an execution block there and it's executed by
 21 two of its directors. Can you identify those
 22 signatures?
 23 A. That's mine and my wife's. She is company secretary
 24 rather than director.
 25 Q. Yes, thank you.

1 Let's go back to page 2 {TMO10000033/2}, please.
 2 This warranty under paragraph 1 expressly calls , if you
 3 look at the very top, Harley the design subcontractor.
 4 Do you see that? At the very top, "Harley Façades
 5 Limited", and then there is the registration number and
 6 address.
 7 A. Okay, yes.
 8 Q. And it's defined as the design subcontractor, and the
 9 original contract between Rydon and Harley Curtain Wall
 10 is referred to as the design subcontract. Do you see
 11 that?
 12 A. Yes.
 13 Q. Now, presumably -- is this right? -- when you signed
 14 this warranty in the April of 2016, you were happy with
 15 those labels , were you?
 16 A. Not entirely. At the time the collateral warranty came
 17 out, it was the time of the final account, and it was
 18 suggested that if we didn't sign it , we wouldn't get our
 19 final payment.
 20 Q. Who suggested that?
 21 A. Rydons.
 22 Q. Who at Rydon?
 23 A. I think Steve Blake.
 24 Q. Right. Who did he suggest that to?
 25 A. To me. It wasn't quite as blunt as that, but it was

1 certainly the inference.
 2 Q. Right. Who did he make that not quite as blunt as that
 3 statement to?
 4 A. To me.
 5 Q. Anyway, you did sign it. Did you ever say to him,
 6 "Well, look, we're not the designer and we never
 7 promised you that we would design"?
 8 A. No.
 9 Q. Can I look at page 4 {TMO10000033/4} with you,
 10 clause 3.1:
 11 "The Design Sub-Contractor warrants and undertakes
 12 to the Beneficiary that:
 13 "3.1 it has performed and shall continue to perform
 14 all of its duties and obligations under or arising out
 15 of the Design Sub-Contract ..."
 16 Now, before you signed this warranty in April 2016,
 17 did you yourself take the trouble to look back at
 18 exactly what had been agreed as between Harley Curtain
 19 Wall and Rydon in the original arrangements or drafts or
 20 the LOI or the correspondence?
 21 A. No, we hadn't actually , as I think we spoke earlier ,
 22 seen the head contract , or various appendices to it .
 23 Q. Indeed, you told us that before. My question is: before
 24 you put your formal signature on this formal document,
 25 did you look back and find out for yourself exactly what

1 had been agreed as between Harley Curtain Wall, as it
 2 was, and Rydon?
 3 A. No, because it was, "Sign it or else", basically .
 4 Q. Do you accept, looking at clause 3.2, that Harley had
 5 an obligation to act with the care and skill of
 6 a properly qualified and competent cladding specialist ?
 7 A. We'd have that obligation whether we signed this or not.
 8 Q. And that would include in respect of the design of the
 9 cladding?
 10 A. Yeah, to the extent that we were responsible for
 11 an element of design, yes.
 12 Q. Can we look at your statement, then, at paragraph 48.
 13 This is {HAR00010184/12}, at the bottom, and over to
 14 {HAR00010184/13}. You refer there to what was going on
 15 in July 2014, which is the discussion between Rydon and
 16 the planners about whether it was going to be face-fixed
 17 or cassette for the rainscreen.
 18 Do you see, you quote from Simon Lawrence's email of
 19 31 July 2014, where he says:
 20 "... that the Project Client had 'just confirmed to
 21 planning that they are looking to proceed with the
 22 Reynobond Champagne colour (as shown on the mock-up) for
 23 the main body of the building and the cladding will be
 24 the "cassette" fixing version'. He went on to say in
 25 his email of 31st July 2014: 'It is unlikely that the

1 Planners will have any major issues with the above
2 proposals as they have wanted "cassette" fixings from
3 the start. It may be wise not to order the champagne
4 colour until we have 100% assurance but you can
5 certainly start getting things rolling. Full design can
6 now start."

7 So I've shown you the lead-up to that, and the
8 reference to full design.

9 Then if you look at the bottom of that paragraph on
10 page 13, the last three lines, it says:

11 "As far as Harley were concerned, the reference to
12 'full design' above related to Harley refining the
13 architects' design for the external facade. In the NBS
14 specification, at page 6 of 11 of section H92, the same
15 description of 'full design' was also used."

16 That being so, can you explain why the design of the
17 subcontract that Harley signed didn't confine Harley's
18 responsibility in the way you say?

19 A. Well, the subcontract or -- we didn't actually have
20 a subcontract, or the collateral warranty.

21 Q. All right. Let me try it a different way.

22 Can you explain why there are no terms in the LOI or
23 the appendices to the LOI or any of the documents
24 contained by reference in the LOI, including the head
25 contract, or in DOM2, which we have been looking at, or

101

1 in the collateral warranty, which operate to confine
2 Harley's responsibility in the way you have suggested in
3 your statement?

4 A. The NBS specification was part of that letter of intent.

5 Q. So are you saying that, despite what's contained in the
6 LOI, the appendices to the LOI, the Curtins document
7 that's referred to by reference, DOM2 and the head
8 contract and the collateral warranty, the
9 NBS specification operated to limit Harley's obligations
10 as a designer; was that your understanding at the time?

11 A. Yes.

12 SIR MARTIN MOORE-BICK: Well, can you just help me, then, to
13 understand what the limit was? Because when I asked you
14 earlier, I think you accepted that it was part of
15 Harley's responsibility to satisfy itself that the
16 products specified in the NBS specification were
17 suitable and complied with the relevant legislation. So
18 what limitation did the NBS specification impose?

19 A. It's certainly that we need to check materials that
20 we're supplying are compliant, but with the limit ...
21 the design is not our design. The design comes down
22 from the architect. We have a responsibility to check
23 that the products are compliant to the best of our
24 skill, and that what we put up there stays on the
25 building. So what we're not doing is taking over

102

1 everybody else's design responsibility. We need to play
2 our part, but we're not absolving everybody else from
3 their role.

4 SIR MARTIN MOORE-BICK: Yes. All right, thank you very
5 much.

6 Yes, Mr Millett.

7 MR MILLETT: Well, let's look at the NBS specification, if
8 we can. I think in general terms, we've got this much
9 so far from your evidence today, Mr Bailey: in order to
10 produce your quotation for the work, you would have had
11 to have reviewed and did review the NBS specification.

12 A. Yes.

13 Q. Yes. Let's look at that, {SEA00000169/64}. This is the
14 part of the NBS specification, H92, which deals with
15 rainscreen cladding; can you see that?

16 A. Yes.

17 Q. It says it's to be read with preliminaries and general
18 conditions. Do you see?

19 A. Yeah.

20 Q. Do you see that if you look at item 11 it says:

21 "Information to be provided with tender

22 "In addition to the cladding specified in the below
23 clauses 120 & 123 submit comparative supply and install
24 costs per m2 of the whole cladding system for the
25 following alternative materials ..."

103

1 Do you see that?

2 A. Yes.

3 Q. If we look at item 210 on page 68 {SEA00000169/68}:
4 "Design

5 "Rainscreen cladding system and associated features:
6 Complete detailed design in accordance with this
7 specification and the preliminary design drawings and
8 submit before commencement of fabrication.

9 "Related works: Coordinate in detailed design."

10 Then if we look at item 215, immediately below that,
11 it says:

12 "Design proposals

13 "Submission of alternative proposals: Preliminary
14 design drawings indicate intent. Other reasonable
15 proposals will be considered."

16 Just looking at each of those three items, 11, 210
17 and 215, first of all, did you yourself look at those at
18 the time of this contract?

19 A. Yes.

20 Q. What did you understand by what those provisions were
21 telling you, in general terms?

22 A. That we're completing -- the architect's produced his
23 design; we're taking that design and making it fit the
24 building.

25 Q. Right.

104

1 Do we see anything in there that limits -- sorry,
 2 let me put the question a different way.
 3 Can you explain, on the basis of what I've just
 4 shown you, what it was that led you to think that
 5 Harley's obligation in respect of design was limited in
 6 any way?
 7 A. Yes. We need to scroll back up the NBS specification .
 8 Q. Do you want to see page 64?
 9 A. I'm not sure which page I want to see.
 10 Q. Well, I showed you item 11 on page 64, "Information to
 11 be provided with tender"?
 12 A. Which is the next page over?
 13 Q. I then showed you page 68, which is the page we were on.
 14 210, "Design", and 220.
 15 A. Sorry, if I could actually see the whole document --
 16 Q. I don't think I can do that, I'm afraid, with the system
 17 we're operating.
 18 A. Okay.
 19 Q. Perhaps -- and I know this is difficult with a document
 20 such as this in an exercise such as this -- can you tell
 21 me, at least in rough terms, what it is you think you're
 22 looking for?
 23 A. It says contractor's design -- complete design
 24 responsibility for things of materials and ...
 25 Q. It may be that it's page 69 {SEA00000169/69}. I think

105

1 I may know what you may be looking for. If I'm wrong
 2 about that, please let me know.
 3 It's page 69, let's look at 342:
 4 "Contractor's design of rainscreen generally
 5 "Design responsibility : Determine sizes and
 6 thickness of panels and types, sizes and numbers of
 7 fixings to suit backing wall and the layout and details
 8 of supporting steelwork.
 9 "Design standard: To CWCT Standard ...
 10 "Structural and fire requirements ..."
 11 And they're there set out:
 12 "Design: Complete the design in accordance with the
 13 designated code of practice to satisfy specified
 14 performance criteria .
 15 "Functional requirements: As specified in this
 16 section, with fire stopping to the requirements of the
 17 Building Regulations.
 18 "Additional requirements: As specified in this
 19 section ."
 20 I'm sorry to fish around and ask you by way of
 21 guesswork whether that's what you're looking for .
 22 A. It is .
 23 Q. It is, right .
 24 What is it in that at the time, therefore, that led
 25 you to think that, despite everything we've seen in the

106

1 contracts we have gone through this morning, Harley's
 2 responsibility as a designer was limited?
 3 A. Well, it was determine sizes, thickness of panels,
 4 types, sizes, number of fixings, suit backing and layout
 5 and details of supporting steelwork.
 6 Q. That wasn't, surely, all that Harley was responsible
 7 for, was it, or was that your understanding?
 8 A. That is the -- not solely, but that is the key point
 9 that we're responsible for .
 10 Q. And do you say that it was your understanding at the
 11 time that those two lines there overrode everything
 12 we've seen in the contract about Harley's responsibility
 13 as a designer?
 14 A. What we have is the main contract that has been passed
 15 down through us, we didn't actually have a contract with
 16 Rydons, we had a letter of intent, and this is the basis
 17 that we were working. In any job that we do we need to
 18 comply with building regs, and ensure that what we put
 19 up is right, no matter what the architect designs. What
 20 we didn't do is take on the design to absolve everybody
 21 else of their responsibility .
 22 Q. I don't think there is any suggestion of absolution,
 23 Mr Bailey, whether today or at any time. What I'm
 24 simply putting to you or asking you about is how it came
 25 about that your understanding was that Harley's design

107

1 responsibility was limited by these words, given the
 2 lengthy provisions in the contracts that we have been
 3 looking at.
 4 A. If we go back to the clause that was in the Rydons
 5 letter of intent, that didn't strike me as tying the
 6 subcontract we had into the main contract. I may have
 7 misread that, misunderstood that, but that's not how
 8 I read it. Or how -- I didn't see it -- how I'm reading
 9 it now, that's not how I understood it .
 10 Q. Well, let's move on a little .
 11 Let's go back, if we can, to Harley's quotation for
 12 the works of 29 January 2014, {HAR00010155}. This
 13 document in general terms, am I right in thinking, was
 14 based on the NBS specification and the drawings in the
 15 employer's requirements?
 16 A. In general terms, yes.
 17 Q. In general terms.
 18 If we look at {HAR00010155/2}, this is the covering
 19 letter, so it's within the package. This is a letter to
 20 Rydon signed by Mike Albiston, whose name emerged
 21 earlier as the estimating manager. He says in the
 22 second paragraph:
 23 "Our offer includes for the design, supply and fix
 24 of a complete envelope package ..."
 25 We looked at that by reference to your statement

108

1 earlier on. If we go to page 9 {HAR00010155/9}, and we
2 looked at this again before, and look at the final
3 bullet point, which we did look at:

4 "Design, drawings, survey and schedules for
5 procurement: £110,978."

6 That was what he included for that, and then he
7 offers alternatives and options, including Reynobond
8 cladding. If you look at page 10 {HAR00010155/10}, can
9 we just look at that, you see he says, "Alternatives and
10 options".

11 A. Yeah.

12 Q. You see that. Then under that, "Rainscreen Cladding".
13 In the middle of the page he is offering Reynobond
14 rainscreen cladding at certain prices and Alucobond
15 rainscreen cladding.

16 Now, I'm asking you to see that because I want next
17 to go to a document. There will be a question after
18 this, but can you look at a document at {SEA00011490},
19 please. This is an email from Kevin Lamb to
20 Simon Lawrence of 22 August 2014. You were not copied
21 in on that, but Studio E were, as was Mr Anketell-Jones.
22 Kevin Lamb says:

23 "Simon,

24 "Please find attached some preliminary drawings to
25 prove the basics of design & set out, prior to us

109

1 producing a full design package."

2 A full design package.

3 Now, those are two documents I've shown you.

4 Can I now ask you to look at your witness statement
5 at page 11 {HAR00010184/11}, paragraph 42. You say
6 there, and let's just look at the first two sentences.
7 You say:

8 "In the course of correspondence between Mark Harris
9 and Deborah French about materials being proposed and
10 the installation of the mock up, Deborah French answered
11 a number of queries posed by Mark Harris. For example,
12 she writes: 'In terms of Butt Jointing Sorry but we do
13 not recommend this - The min gap between the panels is
14 10mm we have to allow for the correct expansion of the
15 panels. 10mm as a joint is very small but you can ask
16 the fabricator to produce a thin painted strip to match
17 the Reynobond colour which will reduce the amount of
18 black joints, I know there will be an up-charge for this
19 to allow for the ali strip and painting but not sure
20 what this would be."

21 Just looking at that and the documents I've shown
22 you, can we take it that Harley understood that the
23 scope of Harley's works extended to the design of the
24 cladding system, as a general proposition?

25 A. As a general proposition, yes.

110

1 Q. And it looks from your statement that there were
2 actually discussions between Deborah French of or
3 representing Reynobond, or representing Alcoa, or
4 Arconic as they became, and Mark Harris, without any
5 reference to Studio E at all, about the façade drawings
6 in the summer of 2014?

7 A. Yes.

8 Q. Does that tell us that Harley knew that it had to
9 perform and complete the full design as quoted for in
10 the quotation of the cladding, and to that extent had
11 discussions with the rainscreen manufacturer in order to
12 assist it to do so?

13 A. The cladding system that we produce is the -- are the
14 physical components that we put up there. This
15 particular detail that Mark is sending through to
16 Reynobond to comment on is a fabrication drawing. So
17 where we've taken the architect's design of how he wants
18 the panel to look, this is a fabricated production
19 drawing of how it would physically be made. This isn't
20 something that we would show to the architect. It's --
21 exactly how it's made, the dimensions, how the hook-ons
22 work, are not something for the architect. This was
23 sent to Reynobond to make sure that they were happy with
24 the size of the panel, the detailing, the machining
25 detailing on the panel. So there are different things.

111

1 So when we talk about design, there is the
2 production design and there is the sort of system
3 design. They are subtly different.

4 Q. Mr Lamb's reference in his email to Simon Lawrence on
5 22 August to a "full design package", does that not
6 include both what you describe as the production design
7 and system design; it's the full package?

8 A. It is.

9 Q. Did anyone at Harley, when they received the preliminary
10 designs from Studio E, actually undertake
11 an investigation or an interrogation of the employer's
12 requirements before developing the designs further?

13 A. The design was undertaken based on the architect's
14 drawings and the NBS specification.

15 Q. Did anyone at Harley at the start of its involvement
16 ever investigate the work that Studio E had done to
17 check its quality and report on whether that work was
18 satisfactory and compliant with statutory standards?

19 A. No, there was the expectation that it would be.

20 Q. You just proceeded on that assumption without verifying
21 it?

22 A. When we looked at it, there was nothing that stood out
23 to us that it was non-compliant.

24 Q. Right.

25 Did anyone at Harley notice that the drawings that

112

1 you had received did not contain 1:5 ratio drawings?
 2 A. No, and there wasn't ... we wouldn't necessarily expect
 3 to see 1:5 drawings from the architect .
 4 Q. Would it not have assisted you in the design process to
 5 have seen 1:5 drawings?
 6 A. It may have.
 7 Q. Would the cavity barrier strategy have been clearer ,
 8 for example, if there had been 1:5 drawings?
 9 A. Probably.
 10 MR MILLETT: Mr Chairman, I'm in the middle of a probably
 11 quite lengthy passage of questions, which I might be
 12 able to shorten over the break.
 13 SIR MARTIN MOORE-BICK: Well, it might be a good idea to
 14 stop at that point.
 15 MR MILLETT: Yes, it might be.
 16 SIR MARTIN MOORE-BICK: Good, all right.
 17 Mr Bailey, we're going to have a break now so we can
 18 all get some lunch. We will resume at 2 o'clock,
 19 please.
 20 THE WITNESS: Okay.
 21 SIR MARTIN MOORE-BICK: Please remember not to talk to
 22 anyone about your evidence or anything to do with the
 23 refurbishment over the break. All right?
 24 Thank you very much, if you would like to go with
 25 the usher, please.

113

1 (Pause)
 2 Thank you, 2 o'clock, please. Thank you.
 3 (1.00 pm)
 4 (The short adjournment)
 5 (2.00 pm)
 6 SIR MARTIN MOORE-BICK: All right, Mr Bailey, ready to carry
 7 on?
 8 THE WITNESS: Yes.
 9 SIR MARTIN MOORE-BICK: Very good, thank you very much.
 10 Yes, Mr Millett .
 11 MR MILLETT: Mr Bailey, still on the subject of design and
 12 design responsibility , can I ask you please to go to
 13 your witness statement at page 28 {HAR00010184/28}.
 14 I would like us to look together, please, at
 15 paragraph 112 on that page. It starts on the page
 16 before. But you say there -- perhaps we should start at
 17 the page before, actually, if we go back to that page,
 18 {HAR00010184/27}. You say:
 19 "I believed the Reynobond ACM was compliant for a
 20 number of reasons."
 21 That's the context. Then over the page, back at 28,
 22 you say about halfway down:
 23 "As far as Harley were concerned ..."
 24 Do you see that? You say:
 25 "As far as Harley were concerned, Alcoa (now

114

1 Arconic) were well aware of the Grenfell Project and
 2 what the Reynobond ACM was being used for. Having
 3 reviewed Harley drawings for the Grenfell Project, Alcoa
 4 (now Arconic) never raised any concerns or questions
 5 about its use."
 6 Do you see that?
 7 A. Yes.
 8 Q. Then you go on to say:
 9 "CEP, one of the largest ACM panel fabricators in
 10 the UK, who supply ACM panels to many other contractors
 11 and cladding companies, were also involved in
 12 discussions about the use of the Reynobond ACM and
 13 supplied this material for the project."
 14 Now, I read that all to you. Are you suggesting
 15 here that Arconic or CEP had some sort of responsibility
 16 for the design of the cladding system?
 17 A. Not for the design of the cladding system, but if they
 18 are supplying a product that they believe to be
 19 dangerous, they would have told us.
 20 Q. Right.
 21 A. Or the product wasn't appropriate for the use, they
 22 would have told us.
 23 Q. Yes. The reason I ask about design is because you say
 24 having reviewed Harley drawings for the Grenfell
 25 project, Alcoa never raised any concerns or questions,

115

1 and nor did CEP.
 2 It's your reference to drawings which prompts the
 3 question, you see.
 4 A. Yes.
 5 Q. It appears that you're saying that because -- maybe this
 6 is wrong -- Harley drawings were seen by Alcoa and CEP,
 7 and they never warned or uttered any warning about those
 8 drawings, that somehow indicated to you that they were
 9 acceptable; is that what you're saying?
 10 A. Yes.
 11 Q. So you are suggesting that Arconic or CEP had some sort
 12 of responsibility for the design of the cladding system?
 13 A. I think the use of the -- of those panels on the
 14 building, yes.
 15 Q. That's a slightly different question. What is it you
 16 are saying, to be crystal clear, Arconic and CEP had
 17 responsibility for?
 18 A. For approving the use of the Reynobond product in that
 19 application .
 20 Q. I see.
 21 You then say at paragraph 42 -- it's earlier on, at
 22 page 11 {HAR00010184/11} of your statement, if we can
 23 just go to that, please, four lines up from the bottom.
 24 You say at paragraph 42:
 25 "I would have expected Alcoa (now Arconic) or CEP to

116

1 have identified any significant issue with the design or
 2 choice of materials. No concerns were ever raised by
 3 them as to the use of their product for the
 4 refurbishment of Grenfell Tower.”
 5 What was your expectation there expressed based on?
 6 A. If the material wasn't appropriate to be used, they
 7 would have told us.
 8 Q. Right.
 9 A. If you're talking about the specific reference to
 10 design, that is the fabrication design of the panel, as
 11 opposed to the design of the cladding system.
 12 Q. Can you explain that distinction, in brief terms?
 13 A. The -- when we make a -- when a panel is made, it's
 14 routed, it's folded, there are size limitations on it,
 15 there are bending angles limitations, and there are wall
 16 thicknesses in terms of the hook-on position. So if
 17 some of those fabrication details weren't appropriate,
 18 they would have warned us.
 19 Q. These are the fabrication details specific to the
 20 Grenfell Tower project, are they?
 21 A. Yes.
 22 Q. I see. So you were relying, were you, on CEP and the
 23 manufacturers, particularly Reynobond, to warn you if
 24 the product wasn't suitable for the project; is that
 25 what you're telling us?

117

1 A. Yes. We believed it was, just to be clear, but if there
 2 was some reason that it wasn't, we would have expected
 3 Reynobond in particular to say, "Do not use this
 4 product".
 5 Q. Was it your understanding at the time that Reynobond --
 6 take Reynobond -- itself understood that it had assumed
 7 responsibility for the appropriateness of the panels,
 8 whether the design of the panels or the product and
 9 materials themselves, for use on the Grenfell Tower
 10 project?
 11 A. Yes.
 12 Q. What is it that led you to have that understanding about
 13 what they thought?
 14 A. Because they've seen the project, they know how big it
 15 is, they know where it is. They were actively talking
 16 to the architects before we were ever involved with the
 17 project.
 18 So, yeah, I mean, that's ... that's why we believe
 19 that they have approved and recommended their product
 20 for that job.
 21 Q. Was it normal for Harley to rely on the warnings or
 22 absence of warnings from the manufacturer and seller of
 23 materials to be used in a cladding system in order to
 24 satisfy itself that they were safe?
 25 A. We looked at the BBA certificate for the product to

118

1 satisfy ourselves that they're safe, but if Reynobond
 2 knew something that we didn't, as the manufacturers, we
 3 would then expect them to tell us.
 4 Q. Can we look at Harley's quotation, and we're switching
 5 topics. We're going to come back in due course to the
 6 BBA certificate for Reynobond, so I'm not leaving that
 7 there, just so you know.
 8 I want to turn to your quotation again. We've seen
 9 it. It is {HAR00010155/12}, please. This is under the
 10 tender conditions. It's part of the tender conditions,
 11 under the heading "Technical". At paragraph 6, you will
 12 see it says:
 13 "If Harley have not been engaged as the paid façade
 14 concept designer we cannot control the likelihood that
 15 the priced façade solution will be suitable for the
 16 client, the risk for non-compliance must logically rest
 17 with the paid facade concept designer. Harley will
 18 simply price to the prescriptive drawings and
 19 specifications."
 20 Would you agree that in this case you were the paid
 21 façade concept designer?
 22 A. No.
 23 Q. Why is that?
 24 A. We didn't -- the façade concept came from the architect.
 25 Q. So you say Studio E was the paid façade concept

119

1 designer?
 2 A. Yes.
 3 Q. To your understanding at the time, did Studio E know
 4 that?
 5 A. I don't know.
 6 Q. You see, looking at clause 6, you say:
 7 "If Harley have not been engaged as the paid façade
 8 concept designer we cannot control the likelihood that
 9 the priced façade solution will be suitable for the
 10 client ..."
 11 Are you saying that you didn't know or couldn't
 12 control whether the façade solution you were pricing was
 13 suitable for Rydon, as your client?
 14 (Pause)
 15 A. No, I think what we're saying there is if something has
 16 been missed from the concept design and we haven't
 17 picked it up, that's not -- that is something that we
 18 would re-price later.
 19 Q. Did you yourself take any steps or did you know of
 20 anyone in Harley who took any steps to tell Studio E or
 21 Rydon that, because you weren't the paid façade concept
 22 designer, you were not in a position to control whether
 23 or not the priced façade solution was suitable for the
 24 client?
 25 A. No.

120

1 Q. Why is that?
 2 A. Other than this clause here.
 3 Q. If Harley had been the paid façade concept designer,
 4 what would it have done differently from what it did?
 5 A. It may well have used different products, a different
 6 layout. So we would have been starting as a paid façade
 7 concept designer back in 2012 or 2013. At the stage
 8 that we were involved with it, the materials had been
 9 set out in the NBS, so we had -- it was a prescriptive
 10 design that we were working to.
 11 Q. Can you, in the light of that answer, please go back to
 12 page 2 {HAR00010155/2} of this document, where
 13 Mr Albiston, who is presenting this quotation to Rydon,
 14 says in the second paragraph, we saw it earlier :
 15 "Our offer includes for the design, supply and fix
 16 of a complete envelope package ..."
 17 It doesn't say, "We are not developing the façade
 18 concept and we're not being paid for the concept as
 19 a paid façade concept designer". Can you explain how
 20 the two reconcile?
 21 A. The concept design is done before we're involved.
 22 That's done by Studio E, who pass the design out to
 23 a number of tendering main contractors, who then go to
 24 a number of subcontractors. So we couldn't be the
 25 façade concept designer, because we're a subcontractor

121

1 to a main contract tenderer. So we can only price what
 2 has been developed before we became involved.
 3 Q. Having a design developed to the point at which you
 4 become involved, do you at least accept this: that from
 5 that point on, when pricing for the design, supply and
 6 fix of a complete envelope package, Harley could
 7 control, within the scope of the complete envelope
 8 package for which it was responsible for the design, the
 9 suitability of that design for the client?
 10 A. Well, the key components to that were selected by
 11 others.
 12 Q. You see, Mr Albiston is presenting this quotation on
 13 behalf of Harley as a quote for the design of a complete
 14 envelope package, not part of it. So my question,
 15 again, is: how do you reconcile your distinction between
 16 being a paid façade concept designer and not with what
 17 he is quoting for here as design of a complete envelope
 18 package?
 19 A. Because the concept design is done long before we're
 20 involved, and we are taking that concept design into
 21 a package that's -- of cladding that's put on the
 22 building.
 23 Q. Let's look on, then, at paragraph 167 of your statement
 24 at page 42 {HAR00010184/42}, please.
 25 At 167, this is an answer to a question, and the

122

1 question I'll read to you:
 2 "Did anyone at Harley form a view as to whether the
 3 design of the façade complied with the relevant Building
 4 Regulations and associated guidance, in particular the
 5 parts of the Building Regulations relevant to fire
 6 safety?"
 7 Your answer is:
 8 "In terms of fire safety and design, what was
 9 important to us was the choice of materials and cavity
 10 barriers. As to that, as I explained in answer to Q10a
 11 above, we formed the view that the design was
 12 compliant."
 13 Do you accept that, in order to, as you put it, form
 14 a view that the design was compliant from a fire safety
 15 perspective, Harley would have positively to make
 16 an assessment of the fire safety and compliance in
 17 respect of each and every material component in the
 18 system?
 19 A. Yes.
 20 Q. If we look at question 10a on the previous page, page 41
 21 {HAR00010184/41} you are asked there:
 22 "What consideration was given to compliance of the
 23 design with the relevant Building Regulations and
 24 associated guidance?"
 25 You answer at paragraph 166, you say in the third

123

1 line :
 2 "We would not have used materials which were not
 3 compliant or safe, nor would we have designed an
 4 external façade which was not compliant or safe. At no
 5 stage did anyone raise any questions or concerns about
 6 either the materials used or the design of the external
 7 façade."
 8 Now, do you accept that that answer doesn't actually
 9 tell us what actual consideration Harley gave to
 10 compliance, does it? It doesn't do that?
 11 A. No.
 12 Q. So can I ask the question: what consideration itself
 13 independently did Harley itself actually give to
 14 compliance of the design with the relevant
 15 Building Regulations and associated guidance?
 16 A. We checked the BBA certificate for Reynobond, which is
 17 class 0, and we checked the Celotex details and believed
 18 that that was compliant as well.
 19 Q. Right. We will come back to those in due course.
 20 Can I then ask questions about a slightly different
 21 topic, but still about scope of your work, and that's
 22 windows.
 23 If you go to paragraph 29 of your statement, page 7
 24 {HAR00010184/7}, you say:
 25 "Between the end of January and beginning of

124

1 February 2014, Harley submitted a number of quotations
 2 for the external envelope work for the Grenfell Project
 3 in support of a number of tenders submitted by potential
 4 main contractors (Wates Limited, Mullaley Construction
 5 Limited, Keepmoat Limited and Durkan Limited) which
 6 included Rydon. These quotations were all identical and
 7 included, as requested, alternative options for cladding
 8 panels, window types and window reveals as part of a
 9 'value engineering' exercise (i.e. providing different
 10 costing options for the client) for budgetary purposes."
 11 We'll look at paragraph 33 in a minute. My first
 12 question is: is it right that Harley was initially
 13 requested to quote for work to replace the windows?
 14 A. Yes.
 15 Q. Then let's look at paragraph 33 on page 8
 16 {HAR00010184/8}. You say there at the bottom:
 17 "Whilst work in relation to internal window reveals
 18 was quoted for at this stage, this work did not form
 19 part of the final contract which was agreed at around
 20 £2.6 million. Rydon had indicated that this work would
 21 be carried out by another contractor, although in April
 22 2015 Rydon would return to Harley to ask us whether we
 23 would carry out the work."
 24 Did you or anyone else at Harley make any enquiries
 25 as to who it was who was going to be undertaking the

125

1 work in respect of the internal window reveals?
 2 A. No.
 3 Q. Does it follow that you didn't know whether the work
 4 that they were going to be doing included design work on
 5 the internal window reveals or whether it was just
 6 product procurement?
 7 A. I don't know.
 8 Q. Do you know whether any meetings were held between the
 9 subcontractor undertaking the internal window works and
 10 Harley to ensure that nothing was missed between the
 11 two?
 12 A. There were no meetings.
 13 Q. There were no meetings.
 14 Do you know how work was divided up as between the
 15 installers working on the façade for Harley on the one
 16 hand, the envelope, and those working on the internal
 17 window reveals themselves?
 18 A. The Harley work finished with the windows and the EPDM
 19 to the side of it.
 20 Q. Does that tell us that in fact there was no
 21 co-ordination between the trades?
 22 A. No.
 23 Q. Right.
 24 A. Sorry, just to clarify that: because we were independent
 25 of the internal finishes, it was only once we had

126

1 finished, the area was free for the internal finishes
 2 guys to carry on, regardless of whether we were there or
 3 not.
 4 Q. Maybe, but I think the answer to my question is: there
 5 was no co-ordination --
 6 A. No.
 7 Q. -- either on site or off site.
 8 A. No.
 9 Q. No.
 10 Can I ask you to look at a statement of Mr Dixon,
 11 Mark Dixon from SD Plastering. That's at
 12 {SDP00000196/3}, paragraph 13 of his statement. He says
 13 there, under the heading, "Instructions to Refurbish the
 14 Internal Window Surrounds":
 15 "In or around April 2015, I was asked by an employee
 16 of Rydon, whose identity I cannot recall with certainty,
 17 if SDPL would provide a quotation for undertaking
 18 cosmetic works in finishing off the surrounds to newly
 19 installed windows in each residential unit at the
 20 Grenfell Tower."
 21 Okay? Then he sets out who he dealt with there.
 22 If you go on in the statement to paragraph 29 --
 23 that's by way of background for your benefit -- at
 24 page 6 {SDP00000196/6}, he then says this:
 25 "SDPL initially experienced difficulties undertaking

127

1 the Works due to the fact that, amongst other things,
 2 SDPL was reliant on Harley having removed the old glass
 3 window pane(s) from the old aluminium window frame(s)
 4 and installing the new glass window pane(s) in the new
 5 window frame(s) ('the Glass Works') before the Works
 6 could commence. Consequently, on 29 May 2015,
 7 I circulated a proposed sequence of works for the
 8 completion of the Works to Rydon's site manager, Daniel
 9 Osgood, with a view to streamlining the relevant
 10 processes and procedures so as to enable SDPL to
 11 complete the Works within Rydon's programme of work ..."
 12 Now, in terms of the installation of the windows
 13 themselves, is it right that that remained part of
 14 Harley's work?
 15 A. Yes.
 16 Q. Similarly, any cavity barriers which were to be
 17 installed in or around the window cavity?
 18 A. Externally, yes.
 19 Q. Externally.
 20 What about the gaps left by moving the window frames
 21 forward of the concrete curtain wall to sit within the
 22 cladding; that was Harley's responsibility, was it?
 23 A. No, the -- internally that was the -- the window linings
 24 would close that.
 25 Q. Internally that was the window linings would close that.

128

1 So with the windows pushed out to sit in the cladding
 2 beyond the concrete curtain wall, physically where did
 3 Harley's responsibility end and SD Plastering's begin?
 4 A. SD Plastering's began closing the gap between the back
 5 of the window to the concrete.
 6 Q. Did you ever have a discussion, either with Rydon or
 7 with SD Plastering themselves, about what materials and
 8 products were to be used on the inside of the windows
 9 where they met the edge of the work that you had done?
 10 A. No.
 11 Q. Did you ever take any steps to understand what it was
 12 that Rydon or SD Plastering were intending to do in
 13 respect of the areas around the windows on the inside
 14 where they met your work?
 15 A. No.
 16 Q. If you didn't know what was going around the windows on
 17 the inside, how would you know whether your own design
 18 for the windows and the window surrounds within the
 19 façade were adequate or safe?
 20 A. There was an expectation that the internal lining work
 21 would have been done correctly.
 22 Q. That expectation was never the subject of any discussion
 23 or verification or analysis by Harley that we can see in
 24 the evidence; is that right?
 25 A. That's correct.

129

1 Q. Why is that?
 2 A. Because it wasn't part of our package and it was
 3 something being undertaken by Rydon.
 4 Q. If you didn't know -- well, I think I've asked that
 5 question.
 6 So does it come to this: that you just trusted
 7 whoever it was that Rydon subcontracted to do the window
 8 reveals to get it right, without further investigation?
 9 A. Yes, it wasn't part of our package.
 10 Q. Well, you say, "It wasn't part of our package"; was it
 11 not part of your responsibility in ensuring a safe
 12 system to satisfy yourself, as far as you could, that
 13 what was going into the structure on the inside of the
 14 windows, where it touched what you were doing, did not
 15 endanger the safety and integrity of what you were
 16 designing and applying to the building?
 17 A. It wasn't something that we considered, we just expected
 18 that it would be done properly.
 19 Q. I'm now going to turn to a different topic, which is
 20 Reynobond and the rainscreen.
 21 Can we start with paragraph 20 of your statement,
 22 please, page 5 {HAR00010184/5}. You say there:
 23 "Harley was first alerted to the Grenfell Tower
 24 refurbishment project ('the Grenfell Project') by
 25 Jason Tisbury, National Sales Manager of CGL Systems, in

130

1 April 2013. Jason Tisbury had passed on Harley's
 2 details to Bruce Sounes of Studio E, the architects for
 3 the Grenfell Project."
 4 So can we take it from that that you, or at least
 5 Harley, initially became alerted to the Grenfell Tower
 6 project by this company, CGL Systems --
 7 A. Yes.
 8 Q. -- in April 2013?
 9 A. Yes.
 10 Q. As early as that. That was at an early stage of the
 11 project, wasn't it?
 12 A. Yes.
 13 Q. I mean, it was before -- in fact, many months before --
 14 it was put out to tender.
 15 A. Yes.
 16 Q. Now, let's look at the email. It's at {HAR00015399},
 17 dated 25 April 2013, and it's sent to undisclosed
 18 recipients, subject: "project leads", and there seems to
 19 be an attachment. He says:
 20 "Morning,
 21 "I have just passed your details to the following
 22 Architect for two live projects in London, one is a
 23 tower called Grenfell Tower where the client Westminster
 24 council are looking to overclad an existing building,
 25 the other a new leisure centre in Heston where shingles

131

1 are being proposed."
 2 Then Bruce Sounes' details are set out at the bottom
 3 there.
 4 I think Mark Harris was one of the undisclosed
 5 recipients who received this email.
 6 A. I believe that's true.
 7 Q. Yes.
 8 Did Harley have a previous relationship with
 9 CGL Façades?
 10 A. Yes.
 11 Q. What was that relationship?
 12 A. They are a cladding panel fabricator, similar to CEP.
 13 Q. Right. And what was the nature of your relationship
 14 with them?
 15 A. They supplied panels to us on other projects.
 16 Q. Right. And did they supply more or less or the same as
 17 CEP?
 18 A. Over the years, CEP had probably supplied more to us
 19 than CGL.
 20 Q. Do I take it from that that CGL and Harley had worked
 21 together on prior projects?
 22 A. We had, yes.
 23 Q. Do you know which ones, as at 2013?
 24 A. Not offhand. I can find out if --
 25 Q. Right.

132

1 A. -- you're interested .
 2 Q. Offhand -- if you don't know, then you don't know --
 3 what about Chalcots?
 4 A. No, that was CEP.
 5 Q. And Ferrier Point?
 6 A. I think that was CEP, though it may have been CGL,
 7 I can't recall which was which.
 8 Q. Did Harley often get projects this way, with
 9 a fabricator letting you know that this project was
 10 live, or a project was live?
 11 A. Actually, it's very common. Not just talking about
 12 cladding, but talking about window or curtain wall
 13 projects, a lot of the manufacturers and suppliers have
 14 an army of sales reps who -- I think they're called
 15 architectural reps, that go round to architectural
 16 practices and talk about projects that are coming up.
 17 Schueco, Kawneer, in terms of the curtain wall and
 18 window side, do it, as do CGL and CEP. So this is
 19 a very, very common thing.
 20 Q. Right.
 21 Can we look at {SEA00007603}, please. This is
 22 an email from Mark Harris to Bruce Sounes of
 23 25 April 2013, "Cladding Scheme - Grenfell Tower" and
 24 attachments "Castlemaine", "Chalcots", "Clements", and
 25 Mark Harris says:

133

1 "Following up on the contact from Jason at CGL, this
 2 is just a quick email to confirm our interest in the
 3 proposed over-cladding scheme for Grenfell Tower.
 4 "Over-cladding tower blocks is very much what we do,
 5 and specifically in London, hence our keen interest in
 6 Grenfell .
 7 "I've attached a small selection of tower block
 8 project info sheets, and would welcome the opportunity
 9 of meeting up with you to talk through your
 10 requirements."
 11 It's fair to say, I think, from that that
 12 Mark Harris was describing Harley's expertise as
 13 a specialist cladding contractor or subcontractor.
 14 A. Correct.
 15 Q. Would it be normal for Mark Harris, as your independent
 16 salesperson, as it were, to reach out to an architect in
 17 this way?
 18 A. Yes.
 19 Q. Is it fair to say that, as a specialist cladding
 20 subcontractor, this was just the kind of project that
 21 was well suited to Harley's expertise at the time?
 22 A. Yes.
 23 Q. Now, he attached a number of project information sheets,
 24 and we've seen them: Castlemaine, Chalcots, Clements.
 25 Were all three of those projects in which ACM rainscreen

134

1 panels were used?
 2 A. Yes.
 3 Q. Had Harley done jobs where ACM was not used, for example
 4 zinc honeycomb?
 5 A. No, we haven't used zinc honeycomb. We've used
 6 aluminium honeycomb.
 7 Q. Right. What about Rockpanel as a rainscreen?
 8 A. No. Never used Rockpanel.
 9 Q. Is it fair to say that a significant number of Harley's
 10 building envelope refurbishments up to 2013 had used ACM
 11 cladding?
 12 A. Yes.
 13 Q. Do you know what kind of percentage, even roughly?
 14 A. On the high-rise towers, I would probably say 70%.
 15 Q. Right.
 16 Had you or anyone else at Harley previously sought
 17 any information from Alcoa -- Arconic, as it became --
 18 about the fire safety of Reynobond ACM panels for those
 19 previous projects?
 20 A. Well, we'd had the BBA certificate from it -- from them.
 21 Q. Yes, and you said earlier in your evidence that you had
 22 had that in 2008.
 23 A. Yes.
 24 Q. Did you receive that certificate in respect of
 25 a particular project?

135

1 A. Yes, for Chalcots Estate.
 2 Q. For Chalcots, okay. Did you ask for it or was it just
 3 sent to you as a matter of course, do you remember?
 4 A. There is a -- it's a sort of fairly long story with
 5 Chalcots.
 6 Q. Well, I'm not sure I want the long story, I just want
 7 the short version of an answer to the question.
 8 Do you remember whether the BBA certificate came to
 9 you on Chalcots as a result of a request or --
 10 A. It came as a request from Rydon to Reynobond.
 11 Q. And who at Rydon requested the BBA certificate?
 12 A. I think it was Steve Blake.
 13 Q. Right, thank you. And then he sent it on to you, did
 14 he?
 15 A. Yes.
 16 Q. I don't wish to stop you giving me some more context
 17 behind that if it's relevant, but I think it's enough
 18 for my purposes --
 19 A. Okay.
 20 Q. -- to know how it came to you.
 21 Is this right: when ACM was subsequently used on
 22 later projects, such as, for example, Castlemaine, you
 23 didn't ask for a revised or new certificate, you used
 24 the one you had had on Chalcots?
 25 A. I can't say for sure that we didn't get a new

136

1 certificate sent to us from Reynobond for that.
 2 Certainly they sent us a copy of the certificate for
 3 Grenfell .
 4 Q. Do you know why Steve Blake asked to see the BBA
 5 certificate for the ACM panel on the Chalcots project?
 6 A. Yes.
 7 Q. And why is that?
 8 A. We'd started the Chalcots project using a different
 9 product, something called Etalbond, which is a similar
 10 ACM. We had put it up on the first block. By the
 11 time -- there are five blocks at Chalcots. By the time
 12 we were halfway through the second block, we noticed the
 13 panels were delaminating. We then went through quite
 14 a lengthy process of swapping out delaminating panels.
 15 There were a load of consultants involved with this , at
 16 this stage, Barry Josey from Bickerdike Allen, Sandbergs
 17 were involved.
 18 The decision then came to change the panels, take
 19 the Etalbond off and replace them with something else.
 20 Steve then employed Wintech, who were another cladding
 21 consultancy, and asked for their opinion of what other
 22 products were available. So they sent Steve
 23 a spreadsheet of other panels which they thought were
 24 equivalent and suitable to be used at Grenfell -- sorry,
 25 at Camden. The -- and Steve was keen, for whatever

1 reason, to run with Reynobond as opposed to Alucobond,
 2 and he then asked for all the certificates to do with
 3 Reynobond, primarily because we didn't want to have the
 4 same problem with delamination.
 5 So there was a lot of investigation done into
 6 Reynobond at that point, which is why I'm very familiar
 7 with the BBA certificate , because we studied it quite
 8 hard, and ... yeah, so that's why we -- you know, that's
 9 the research we did into Reynobond at that stage.
 10 Q. Okay, thank you.
 11 A. It's not just us looking at it , and Rydons; we had
 12 Bickerdike Allen, Sandbergs and Wintech, all involved
 13 with that project, and on completion of the project we
 14 actually had warranties for the use of that product on
 15 those 24-storey buildings signed by Reynobond.
 16 Q. Right.
 17 I would like to turn to the meeting on
 18 27 September 2013 at the Hays Galleria venue. You deal
 19 with this at paragraph 21 of your statement on page 5
 20 {HAR00010184/5}, if we can just look at that. You say:
 21 "On 27th September 2013, Mark Harris (Harley's
 22 Commercial Manager) and I met with Bruce Sounes and
 23 Tomas Rek of Studio E in relation to the Grenfell
 24 Project. In advance of the meeting Tomas Rek sent
 25 Mark Harris Studio E's scope elevation drawings series,

1 Studio E's Draft proposal of the design intent for the
 2 cladding, wind load calculations and an excerpt from the
 3 Engineer's report specifying U values."
 4 Then at 22 you describe the meeting, and you say:
 5 "During the meeting several aspects of the project
 6 were discussed including available rainscreen products,
 7 interface details , work programme, access, design, and
 8 budget."
 9 Then over the page {HAR00010184/6}, you say:
 10 "The architects wanted to discuss cost to help them
 11 with the budgeting for the project. As part of this
 12 discussion a number of cladding options were discussed
 13 including Zinc (Proteus HR) and ACM, as well as the
 14 cladding configuration i.e. cassette versus face fixed."
 15 Can you just help me, what discussions did you have
 16 with Mark Harris prior to the meeting about the strategy
 17 to be adopted at the meeting?
 18 A. I can't recall .
 19 Q. In your experience, was it normal or usual to have
 20 a preliminary meeting with an architect to develop or
 21 discuss the design and materials before the project was
 22 even put out to tender?
 23 A. Yes.
 24 Q. Mr Rek of Studio E told us -- and this is
 25 {Day12/66:24} -- that it was unusual in his experience.

1 Would you disagree with that?
 2 A. Yes.
 3 Q. I see.
 4 Now, you go on to say at paragraph 22, and I've
 5 shown you this already, Proteus and ACM as well as the
 6 cladding configuration .
 7 You say at the end:
 8 "At this meeting it seemed that the architects had
 9 provisionally decided on zinc because of its appearance
 10 as they were looking to achieve an industrial type
 11 look."
 12 Did Studio E say that they favoured zinc for its
 13 appearance?
 14 A. Yes.
 15 Q. Are you aware of any reason why their preference for
 16 zinc at this stage was anything other than entirely
 17 aesthetic?
 18 A. No.
 19 Q. Can we see {ART00001487}, please. This is Bruce Sounes'
 20 email of the same day, later that day, in fact
 21 immediately after the meeting, to Phillip Booth, who was
 22 Artelia , and Peter Maddison at the TMO, as well as
 23 others, and he says:
 24 "Dear All
 25 "We met with Harley Curtain Wall this morning to

1 discuss the project. They are very keen and have been
 2 tracking the project for some time.”
 3 Do you see that?
 4 A. Yes.
 5 Q. ”They are specialists in this type of project ... They
 6 pointed to Ferrier Point as a being very similar to
 7 Grenfell, although it is triple glazed and super
 8 insulated. We had forwarded them sample details and the
 9 elevation measure beforehand.”
 10 Then I just want to focus on paragraphs 1 and 2.
 11 ”1. Their ‘back of a fag-packet’ budget, based on
 12 the areas is ‘around £3m’, of which would include £250k
 13 for the mast climbers and zinc rainscreen cassettes.”
 14 Just note that reference there.
 15 ”This equates to 18% over our Stage D budget of
 16 £2.3m (assuming access costs fall under Preliminaries).
 17 ”2. Their recurring experience is that budgets
 18 force clients to adopt the cheapest cladding option:
 19 Aluminium Composite Material (ACM), face-fixed. We have
 20 offered to forward a more detailed take-off so they can
 21 provide a more accurate budget. A Zinc Composite Panel
 22 is also available which is cheaper to install than a
 23 cassette.”
 24 Now, I’ve read that to you in full because my
 25 question is: do those paragraphs of this email accord

141

1 with your recollection of what was discussed at that
 2 meeting?
 3 A. I can’t recall the exact -- what was exactly said, but
 4 it would seem the sort of thing that might be discussed,
 5 yes.
 6 Q. At this stage, was there any preference in your mind or
 7 Mr Harris’ mind, so far as you knew it, for face fixing
 8 or for cassette fixing, one or the other?
 9 A. No.
 10 Q. Did you detect any preference on the part of Studio E
 11 for cassette or face-fixed?
 12 A. I can’t be certain of this, but --
 13 Q. What impression were you given at this stage in respect
 14 of the flexibility about the material choices?
 15 A. At this -- at that stage, I don’t think they had made up
 16 their mind what they wanted.
 17 Q. Was there any discussion about the safety of zinc
 18 cladding panels as compared with ACM cladding panels?
 19 A. No.
 20 Q. Do you know who at the meeting initially introduced the
 21 idea of ACM cladding as an option for Grenfell?
 22 A. It could have been Studio E, or it may have been us,
 23 I don’t know.
 24 Q. On the face of the email, where he says at paragraph 2
 25 ”Their recurring experience” -- that’s Harley --

142

1 A. Yeah.
 2 Q. -- ”is that budgets force clients to adopt the cheapest
 3 cladding option: Aluminium Composite Material (ACM),
 4 face-fixed”, it looks from that as if it was you who
 5 initially introduced the idea of ACM. Can you comment
 6 on that?
 7 A. No, well, we knew that they were talking to other
 8 cladding companies and manufacturers long before we were
 9 involved, and the statement that clients generally go
 10 for the most cost-effective cladding solution, which is
 11 ACM and face-fixed, that statement is just a statement
 12 of fact.
 13 Q. You say you knew that they were talking to other
 14 cladding companies. How did you know that?
 15 A. I think it’s something that they mentioned whilst they
 16 were talking to us.
 17 Q. Who did they refer to as other cladding companies?
 18 A. I don’t know. I now know who they are, but at the time
 19 they weren’t specific about who they were talking to.
 20 Q. Right. You say you now know who they are.
 21 A. Yes. I’d forgotten who they are, but I know they’re
 22 there, yeah.
 23 Q. Who are they?
 24 A. They were talking to CEP long before us.
 25 Q. Right. When you say cladding company --

143

1 A. Yes, CEP and --
 2 Q. That’s a fabricator.
 3 A. That’s a fabricator -- they also -- yes, they’re
 4 a fabricator.
 5 Q. Were they talking, to your knowledge, to any specialist
 6 cladding subcontractor --
 7 A. They were, and I did find out. I’ve forgotten who they
 8 were.
 9 Q. Was there any discussion at this meeting about the
 10 material for insulation as opposed to rainscreen?
 11 A. I can’t recall, but there was a U-value calculation
 12 given. I presume that that would have specified the
 13 Celotex in there, but I don’t think it was particularly
 14 discussed.
 15 Q. Okay, I’ll come back to that in a moment.
 16 Was it your understanding in general terms that
 17 Studio E would have relied on what Harley was telling it
 18 at this meeting, only to present material options that
 19 were suitable for use on Grenfell Tower?
 20 A. I would think that Studio would only present materials
 21 that were suitable for use.
 22 Q. Yes, and to the extent that you were advising them or
 23 helping them, they would be relying on you, as the
 24 specialists.
 25 A. Yeah, and we certainly wouldn’t recommend a product that

144

1 we didn't believe was compliant.
 2 Q. No, that's not my question. Let me ask it again.
 3 Was it your understanding from this meeting that
 4 Studio E would be relying on Harley only to present
 5 material options, options in respect of materials, that
 6 were suitable for use on Grenfell Tower?
 7 A. I'm not sure they would be relying on us at all.
 8 Q. So is the answer to my question: no, you did not think
 9 Studio E would be relying on Harley to present materials
 10 that were --
 11 A. Correct.
 12 Q. I see.
 13 So what was the point of the discussion, then, if
 14 Studio E were not entitled to rely on what you, as the
 15 specialist potential subcontractors, were telling them
 16 about choices of material?
 17 A. We went through a range of different products that may
 18 be -- that could be used, and all of the things that --
 19 all the products we discussed we believed would be
 20 compliant.
 21 Q. Was there any specific discussion, as far as you can
 22 recall, at this meeting about whether ACM as the
 23 rainscreen material was suitable for a building of this
 24 height, namely a building in excess of 18 metres?
 25 A. I ... it was just taken as read during the discussions

145

1 that it was, otherwise we wouldn't be talking about it.
 2 Q. I see. So no specific discussion but an assumption all
 3 round; is that --
 4 A. Yes.
 5 Q. -- the gist of what you're telling us?
 6 A. Correct.
 7 Q. Did anybody at that meeting raise concerns about whether
 8 the use of ACM on Grenfell was appropriate?
 9 A. No.
 10 Q. Now, we've looked at paragraph 2 of this email. Do you
 11 remember whether you or Mark Harris expressed
 12 a particular preference for any type of product?
 13 A. Not at that stage, no.
 14 Q. So you didn't express a preference for ACM cladding at
 15 that meeting?
 16 A. No.
 17 Q. Is that what you're saying?
 18 A. Correct.
 19 Q. Mr Sounes has got you down in his email -- and don't
 20 forget, this was only a matter of hours, if not minutes,
 21 after it had finished -- as saying:
 22 "Their recurring experience is that budgets force
 23 clients to adopt the cheapest cladding option: Aluminium
 24 Composite Material (ACM), face-fixed."
 25 Was that in fact your experience?

146

1 A. Yes.
 2 Q. On what other projects had that occurred prior to this
 3 meeting?
 4 A. I think all of the face-fixed ACM projects that we've
 5 carried out. So that would have been Chalcots, would
 6 have been Ferrier. It's the way it always ends up.
 7 Q. Right.
 8 Were there any projects that you had done involving
 9 ACM which were cassette?
 10 A. At that stage, no, there weren't.
 11 Q. No. Really? Okay.
 12 So does that tell us that, on all the projects you
 13 had done so far, all of the clients had been forced to
 14 adopt ACM face-fixed on the grounds of budgetary
 15 considerations?
 16 A. I can't speak for the clients, but my --
 17 Q. But your understanding is --
 18 A. -- yes.
 19 Q. Right, thank you.
 20 Did you yourself or anyone else at Harley to your
 21 knowledge consider, either on this project or any of
 22 those prior projects where ACM face-fixed was used, the
 23 relative fire performance of ACM face-fixed as opposed
 24 to any other form of rainscreen?
 25 A. We believed that the ACM was fully compliant with

147

1 Building Regulations.
 2 Q. Yes, I know, you have said that. My question is
 3 a different one. I will repeat it.
 4 Did you yourself or, so far as you know, anyone else
 5 at Harley actively consider, either for this project or
 6 any of those prior projects you have referred to where
 7 ACM face-fixed was used, the relative fire performance
 8 of ACM face-fixed in comparison with any other form of
 9 rainscreen product?
 10 A. Erm ... no. Although, we've always had our doubts about
 11 high-pressure laminates. We've never used those.
 12 Q. Would you agree with this proposition: that at least at
 13 this stage, of all the professionals working on the
 14 overcladding of Grenfell Tower, Harley were in the best
 15 position, as the specialist cladding potential
 16 contractor, to make an assessment of whether any of the
 17 materials to be used in the cladding system at Grenfell
 18 were compliant with statutory requirements?
 19 A. Not at this stage.
 20 Q. Okay, not at this stage, but later on?
 21 A. I don't think, with regard to the materials, we were any
 22 better positioned than anybody else.
 23 Q. Just moving to the question of the insulation at this
 24 meeting, can I ask you to look at Bruce Sounes' witness
 25 statement, which is at {SEA00014273/114}, please. If we

148

1 look at paragraph 271, he says, two-thirds of the way
 2 down that paragraph:
 3 "When I met Harley ..."
 4 And this is a reference to the 27 September meeting,
 5 because we can see that from the previous paragraph:
 6 "... I believe I had a lingering uncertainty about
 7 PIR because this was a high-rise and I had not been
 8 involved in a high-rise before. I believe, but I cannot
 9 say for sure, that I asked Ray Bailey a question about
 10 the acceptability of using rigid foam insulation on
 11 a high-rise building, probably at the end of the
 12 meeting. If I did, I don't recall he provided a
 13 definitive response."
 14 Do you recall Mr Sounes raising this query with you
 15 during that meeting?
 16 A. Absolutely not.
 17 Q. You say absolutely not; are you categorical about that
 18 in your recollection?
 19 A. It would have struck me as an odd question to ask.
 20 Q. Why is that?
 21 A. Well, if they -- well, they specified -- well, two
 22 things: they have specified the PIR, and it's a product
 23 that we hadn't used on the high-rise building at that
 24 stage.
 25 Q. You say they have specified the PIR. Is that entirely

149

1 right, given that this is September 2013, some months
 2 prior to the compilation of the NBS specification?
 3 A. Correct, that was picked up from the U-value
 4 calculation.
 5 Q. Were you provided with the U-value calculation prior to
 6 this meeting?
 7 A. We were, yeah.
 8 Q. You were, I see. So that comes from an earlier
 9 document, and then you say, "It's a product we hadn't
 10 used on a high-rise building at that stage".
 11 A. Yes.
 12 Q. So this would have jumped out at you?
 13 A. It would have.
 14 Q. Was the fact that PIR, as you say, had already been
 15 specified for this building not something that already
 16 jumped out at you, given that you hadn't used PIR
 17 before?
 18 A. No, it -- the question would have leapt out at me, that
 19 it has been specified and they're asking us, what do we
 20 know about it.
 21 Q. I see, I follow.
 22 A. That's what would have leapt out.
 23 Q. Now, Mr Sounes was asked about this exchange, and he
 24 said -- I wonder if we can actually have his evidence
 25 up, so I can put it to you. It's the transcript for

150

1 {Day20/46:24}. Ms Grange asked Mr Sounes, at line 24:
 2 "Question: Do you have any recollection of
 3 discussing insulation with Mr Bailey of Harley at that
 4 meeting? Can you actually recall discussing the
 5 insulation, as distinct from the rainscreen panels?
 6 "Answer: I believe I asked him about the
 7 acceptability of using a rigid foam, and I might not
 8 have mentioned it was Celotex.
 9 "We did discuss insulation in the round, because we
 10 discussed the assembly of the façade, the sequence, how
 11 it would all be supported. So in a general sense we did
 12 discuss insulation.
 13 "On reflection, I believe one of the reasons I might
 14 have been prompted to ask, not just any kind of
 15 lingering uncertainty, but I think we were shown several
 16 pictures of the Ferrier Point Tower under construction,
 17 and those in-progress construction you could quite
 18 clearly see were -- the insulation was mineral wool.
 19 "Question: Yes.
 20 "Answer: That's in hindsight. Those pictures have
 21 been disclosed by the Inquiry, but we didn't receive
 22 digital copies until six months later, I believe."
 23 Now, do you recall Mr Sounes asking about the
 24 acceptability of using a rigid foam on a high-rise
 25 building, as he says?

151

1 A. No.
 2 Q. Did you show Mr Sounes pictures of the Ferrier Point
 3 tower under construction?
 4 A. I think Mark sent over some photographs of buildings
 5 that had been done prior to the meeting, but that's
 6 a matter of record, I can't --
 7 Q. Can I seek to jog your recollection by showing you one
 8 or two of the pictures?
 9 A. Sure.
 10 Q. First of all, {SEA00003497}. Looking at this, did you
 11 show Bruce Sounes and Tomas Rek this image or similar
 12 images at the Hays Galleria meeting?
 13 A. I can't recall, but yes, probably.
 14 Q. Let's look at another one: {SEA00003516}. The same
 15 question: do you recall showing Studio E this image at
 16 the Hays Galleria meeting?
 17 A. I can't recall whether it was that specific image or
 18 not, but entirely possible.
 19 Q. Would you agree with me that it's quite apparent from
 20 these images that the yellow material we can see is
 21 mineral wool insulation?
 22 A. It is.
 23 Q. Do you recall discussing whether the insulation to be
 24 used on Grenfell was mineral wool or rigid foam, in
 25 contrast to the insulation used on Ferrier Point?

152

1 A. I can't recall .
 2 Q. Did Studio E ever ask you, or indeed to your knowledge
 3 anybody else at Harley, about the suitability of the
 4 Celotex insulation or about its compliance with fire
 5 performance requirements?
 6 A. Not to my knowledge, no.
 7 Q. What impression were you given by Studio E about the
 8 flexibility in the choices of insulation material at
 9 this stage?
 10 A. There were none.
 11 Q. There were no choices?
 12 A. No choices.
 13 Q. So does that mean that the choice has already been made
 14 and it was the insulation that had already been picked
 15 in the U-value document you referred to?
 16 A. Yes.
 17 Q. I see.
 18 Was there any discussion about cavity barriers at
 19 this meeting?
 20 A. No.
 21 Q. What about shortly after this meeting, do you remember?
 22 A. I don't believe so.
 23 Q. Right.
 24 Can I ask you to look at Mr Rek's statement. He is
 25 Studio E as well. {SEA00014278/30}, paragraph 124,

153

1 please. He says there, under the heading "Cavity
 2 Barriers", as item G in his statement, in the second
 3 sentence:
 4 "I do not recall how Studio E sourced these cavity
 5 barriers [those are the Downer Cladding Systems
 6 barriers] but my drawings show cavity barriers at the
 7 floor and party walls. I think I discussed cavity
 8 barriers with Harley but they may have been included in
 9 our drawings before Harley and Studio E were in contact
 10 in autumn 2013."
 11 Do you recall whether you discussed cavity barriers
 12 at the Hays Galleria meeting or afterwards, later in
 13 2013?
 14 A. I don't recall any discussions about the cavity
 15 barriers.
 16 Q. So when Mr Rek says he thinks he did discuss cavity
 17 barriers with you, do you think that's right or do you
 18 think that's wrong?
 19 A. I think that's wrong.
 20 Q. Right.
 21 Do you remember whether Tomas Rek ever consulted you
 22 or anybody else at Harley to your knowledge in relation
 23 to the cavity barrier scheme?
 24 A. Not to my knowledge.
 25 Q. Mr Sounes' evidence was that he had thought that

154

1 Tomas Rek had consulted you on the cavity barrier
 2 strategy. Just for our references, and perhaps yours as
 3 well, that's {Day21/74:20-26} and {Day21/82:23-25}. We
 4 don't need to go to that, that's for our benefit.
 5 A. Yes.
 6 Q. But I wouldn't mind your comment on that. Do you agree
 7 that Mr Sounes' recollection is correct, that Mr Rek did
 8 consult you on the cavity barrier strategy?
 9 A. No, I don't, and certainly when we got the contract, the
 10 first question that we had was asking questions of
 11 Studio E with regard to the cavity barriers.
 12 Q. I see.
 13 In general terms, just coming back to the meeting,
 14 what was your impression of the budget which had been
 15 set by the client at that stage?
 16 A. I don't think we knew the budget. My recollection is
 17 that Mark did a back-of-a-fag-packet price and then sent
 18 it over to Bruce Sounes.
 19 Q. Yes. When you gave the back-of-a-fag-packet figure of
 20 approximately £3 million, did that include the estimated
 21 cost of design, procuring and installation of the entire
 22 façade?
 23 A. It's the back-of-a-fag-packet, so we have a square
 24 metreage rate that we can -- we're comfortable being
 25 able to put a system on the wall, and that's

155

1 an all-inclusive price, but of course until we get exact
 2 details of what they want, the exact size of the
 3 building, it is only a -- it is a ballpark figure.
 4 Q. I see. So you have got a per measurement figure.
 5 A. Yes.
 6 Q. And the reason it was ballpark, as you put it, is
 7 because you didn't know the precise measurements of the
 8 building?
 9 A. Or the precise make-up of what we were doing, whether it
 10 was going to be --
 11 Q. I understand that. But I think the answer to my
 12 question is yes, it includes the cost of design, the
 13 cost of procurement and the cost of installation of the
 14 whole façade.
 15 A. Yes.
 16 Q. Yes.
 17 Now, he then goes on to say, if we can go back to
 18 the email, please, which is at {ART00001487}, second
 19 paragraph again:
 20 "A Zinc Composite Panel is also available which is
 21 cheaper to install than a cassette."
 22 Do you remember discussion about that in particular?
 23 A. I don't. At one point there was a NedZink product
 24 proposed, and that wasn't by us, we had not dealt with
 25 NedZink before, but a zinc composite panel is the same

156

1 as an ACM, except the outer face is zinc as opposed to
 2 aluminium.
 3 Q. Right.
 4 Can I just go back, then, to a document I haven't
 5 shown you, {HAR00005992}. This is the email from
 6 Bruce Sounes of Studio E to you and Mark Harris which
 7 follows the meeting:
 8 "Dear Mark, Ray,
 9 "Thank you very much for the conversation this
 10 morning. It was very useful and I'm especially grateful
 11 you could come into London. We will follow up early
 12 next week with a quantity take-off from our model. I've
 13 communicated your 'back of a fag packet' figure to the
 14 Q.S and it is over budget - which is to be expected -
 15 but some firmer budgets will help focus everyone's
 16 minds.
 17 "We're looking seriously at Nedzinc's(sic) composite
 18 panel. The small sample we have in the office looks
 19 like Alucobond but is apparently zinc."
 20 What did you understand Mr Sounes' reference to
 21 focusing everyone's minds to be or to mean?
 22 A. I'm not sure I can speak for Bruce Sounes, but I would
 23 imagine that there is a budget somewhere that may need
 24 to be exceeded or increased to give them the look that
 25 they want.

157

1 Q. Yes. To cut to the chase, were you concerned that your
 2 back-of-a-fag-packet estimate of about £3 million
 3 appeared to Mr Sounes to be too high at that stage and
 4 may need revising downwards?
 5 A. No, we were at the start of a fairly long process.
 6 Q. Yes, I know that, but to answer my question, were you
 7 concerned at the time that your back-of-a-fag-packet
 8 figure -- I know it was a back-of-a-fag-packet ballpark
 9 figure -- of £3 million might have been too high and
 10 needed to be reduced?
 11 A. No, I wasn't concerned.
 12 Q. He says, as I've shown you in the second paragraph, that
 13 they're seriously looking at NedZink's composite panel,
 14 and he refers to the sample in the office.
 15 Is it fair to say that initially, to your
 16 impression, the architect's preference was for a zinc
 17 cladding product?
 18 A. Yes.
 19 Q. Did you express any concerns that it would be
 20 challenging to provide a zinc product within the
 21 back-of-a-fag-packet budget of £3 million?
 22 A. I can't recall.
 23 Q. Now, after that meeting, on 4 October 2013, do you
 24 recall that Studio E asked Harley for an information and
 25 costings about a NedZink product?

158

1 A. I think it's a matter of record, yeah.
 2 Q. Yes. Let's look at {HAR00005461}. This is an email
 3 from Bruce Sounes on that date to Mark Harris, copied to
 4 you, with some drawings attached. In the third
 5 paragraph, Mr Sounes says:
 6 "The clients response to your budget was 'what about
 7 aluminium?' We haven't had samples or cost back from
 8 NedZink but this could be ideal if it eliminates the
 9 need for fabricated trays and is true zinc ..."
 10 Then it says:
 11 "Would it be possible to come back with budget
 12 costs? Or what would the material cost uplift be for a
 13 Nova composite versus a metallic/faux-zinc Reynobond
 14 panel?"
 15 Do you know what efforts, if any, Harley went to to
 16 obtain pricing for the NedZink product?
 17 A. I don't offhand. I'm sure we provided some prices.
 18 Q. Okay, let's just pursue this a bit more. {HAR00005997}.
 19 This is an email from Mark Harris to Bruce Sounes,
 20 18 October 2013, copied to you. Let's look at the
 21 second paragraph:
 22 "We've put a budget spreadsheet together [which you
 23 can see is attached], which is based on using the
 24 Reynobond Natural Zinc product, fabricated into
 25 cassettes, as a starting point."

159

1 Do you know why Reynobond was being proposed at this
 2 stage rather than any other aluminium panel
 3 manufacturer?
 4 A. No.
 5 Q. Then he goes on in the fourth paragraph to say:
 6 "The most expensive option is obviously the natural
 7 zinc cassettes. If standard ACM was to be considered
 8 (in a zinc colour), face fixed, the saving could
 9 potentially be over £500k."
 10 Then he goes on to say:
 11 "As said when we met, we have a number of examples
 12 of high rise residential blocks in London where standard
 13 aluminium face fixed ACM was used. We can forward some
 14 photo images, or arrange site visit as and when
 15 required."
 16 Do you know what Mark Harris was referring to there
 17 by the phrase "standard ACM"?
 18 A. As a standard -- a standard ACM is one with a standard
 19 colour paint finish as opposed to a special effect,
 20 which --
 21 Q. Right. And what would constitute non-standard ACM?
 22 A. It's a non-standard -- it should say non-standard finish
 23 ACM.
 24 Q. I see. So you're talking about finishes?
 25 A. Yes.

160

1 Q. Do I take it from that that the distinction between
2 standard and non-standard is not a distinction between
3 PE and FR, fire retardant or fire resistant core?
4 A. No.
5 Q. Right.
6 Do you know why face-fixed is so much or was so much
7 cheaper than cassette?
8 A. Yes. With face-fixed, if you have a panel, for example,
9 that's a metre square, you take a metre square flat
10 sheet, cut it up and put some holes around the side of
11 it and -- the fabrication of that is very quick and
12 easy, and you have got a square metre of panel on the
13 wall from a square metre of panel from the stock sheet.
14 If you use a cassette, you have probably
15 150 millimetres all round for the sides which are folded
16 in, so to get a metre square face area, you're now using
17 1.7 metres of panel to achieve 1 metre on the wall, and
18 the fabrication cost is a lot, lot higher.
19 Q. So two things, then: you need more of them to cover the
20 square foot area or square metre area, and you have to
21 have the fabrication costs?
22 A. Yeah.
23 Q. Right.
24 Do you know whether Mark Harris' prices would
25 include a fabrication cost?

161

1 A. They would, yeah.
2 Q. Just help me with this: when Harley buy or source
3 cassettes from a fabricator such as CEP, is there
4 a supply contract as between CEP and Harley?
5 A. There's an order.
6 Q. There's an order?
7 A. Yeah.
8 Q. And the price that you're quoting is a price that you
9 get from CEP, is it?
10 A. Our price that we're quoting to the client is the
11 panels, the insulation, the rails, the assembly, the
12 design, so all sorts of things are added to it. The
13 actual panel cost is an element of our final sell costs.
14 Q. So is the chain like this: Reynobond sells the panel to
15 CEP, CEP buys the panel, fabricates it, sells it to you
16 for a higher price, and then you quote an even higher
17 price to the client?
18 A. Yes.
19 Q. If it's face-fixed, you don't need the fabricator?
20 A. No, we need the fabricator.
21 Q. What does the fabricator do?
22 A. He chops the sheet up to the required size and puts the
23 holes in it.
24 Q. Right.
25 Again, a question: do you know why Mark Harris was

162

1 promoting ACM, and particularly Reynobond ACM, at this
2 stage, 18 October 2013?
3 A. I'm not sure that he is --
4 Q. No, that's a fair answer, and I need to show you the
5 Harley budget cost document. Perhaps I should just do
6 that. That's at {SEA00002275}. There it is. We're
7 going to come back to that in a very few minutes, but
8 just to ask the question again based on the enclosure to
9 the document, to the email.
10 You could see that here is the budget,
11 18 October 2013, and you can see from the second and
12 third items it's a "Reynobond zinc cassette rainscreen
13 cladding Finial screen crown (no insulation)", and there
14 is a price for that, and then underneath that,
15 "Reynobond zinc rainscreen spandrel cladding and
16 insulation", there is a price for that, and then there
17 are other Reynobond products identified lower down.
18 Do you see that?
19 A. Yes.
20 Q. So Reynobond is there. If we go to page 2 of this --
21 well, perhaps we don't need page 2 at the moment, but
22 you can see that Reynobond is the product that's
23 referred to in there as the rainscreen, and my question
24 is: why only Reynobond?
25 A. I'm -- I don't know. I presume they had actually had

163

1 prices for zinc previously.
2 Q. Do you know why Mark Harris didn't include quotes for
3 NedZink panels in this email, given that that was one of
4 the products in which Mr Sounes was interested?
5 A. I ... I don't at that stage, but I do recall Mark trying
6 to get some prices for some alternatives, and after
7 three weeks they just sent back a square metre rate with
8 extra overs for corners and bends, so it wasn't -- the
9 information we got back from the supplier was actually
10 useless.
11 Q. Yes.
12 Did you or anyone else at Harley suggest Alucobond
13 as a panel to Studio E?
14 A. I ... the ACMs that we were discussing were generic
15 ACMs, and I think Reynobond seems to have been the one
16 that was settled on because of the earlier discussions
17 that Mark had with CEP and Debbie French, I presume.
18 Q. Right. Does that explain why Harley was so keen to
19 stick with Reynobond, because of a relationship?
20 A. I don't think we're particularly -- we have
21 a relationship, but we're a cladding supplier, we can
22 supply whatever the client wants.
23 Q. Can I show you the Alucobond product brochure. That's
24 at {SEA00014431}. Are you familiar with this document
25 from work on other projects, do you think?

164

1 A. I'm not sure I'm familiar with that particular document,
 2 but we do know Alucobond, yes.
 3 Q. You know Alucobond.
 4 A. Yes.
 5 Q. In any of the high-rise residential overcladding
 6 projects that you've done, did you use Alucobond?
 7 A. Yes, we had Alucobond, I think it was on Ferrier Point.
 8 Q. Ferrier Point, okay, right. So you were familiar with
 9 Alucobond's products, then, I take it?
 10 A. Yes.
 11 Q. Let's look at page 32 {SEA00014431/32} of this document,
 12 then, because you can see from that that there are three
 13 types of panel: Alucobond, Alucobond Plus and
 14 Alucobond A2. Do you see that? Alucobond itself comes
 15 with a PE core, and I'm summarising it, but you can see
 16 that, I think --
 17 A. Yes.
 18 Q. -- from the picture. Alucobond Plus comes with
 19 a mineral filled core; yes?
 20 A. Yes.
 21 Q. And Alucobond A2 comes with an A2 rated core.
 22 Were you aware of these different products in late
 23 2013 available from Alucobond?
 24 A. I wasn't, no.
 25 Q. Can you explain why you didn't or no one else at Harley

165

1 took steps to look into Alucobond as a separate product
 2 supplier, particularly given what they were offering so
 3 far as rainscreen panel products were concerned?
 4 A. No.
 5 Q. I suppose it would follow that you had never advised
 6 anyone at Studio E of the existence of these different
 7 products?
 8 A. I think Alucobond was discussed and it appeared in the
 9 NBS specification.
 10 Q. It was in the NBS specification, but was there any
 11 discussion about it at these meetings?
 12 A. When we were at the meetings we were talking generically
 13 about ACMs.
 14 Q. Did you give any consideration as to whether any of
 15 these products here on this page might have been
 16 suitable for use at Grenfell?
 17 A. We didn't get into the detail of Alucobond.
 18 Q. Did your knowledge and experience of Alucobond's
 19 products from earlier projects and the fact that they
 20 come with different cores not cause you to ask similar
 21 questions of Reynobond, for example, do they come with
 22 an FR core or a mineral core?
 23 A. No. As I say, I wasn't aware of this particular
 24 document.
 25 Q. No, but in general terms, did Harley ever investigation

166

1 with Reynobond whether they could provide the same core
 2 product that Alucobond provided?
 3 A. No.
 4 Q. Can you explain why that is?
 5 A. Well, the two products that Reynobond provided -- and
 6 the term "Reynobond", when we talk about -- no one ever
 7 talked about Reynobond PE, it's always Reynobond, and
 8 the FR product which appears on the same BBA
 9 certificate, both of those products are rated as
 10 class O, and the only difference in the European
 11 Standard is that the FR product produces slightly less
 12 smoke than the standard Reynobond product.
 13 Q. Was that how you saw it at the time?
 14 A. Yes.
 15 MR MILLETT: I see.
 16 Mr Chairman, this is probably an appropriate moment
 17 for a short break.
 18 SIR MARTIN MOORE-BICK: Yes, if that suits you.
 19 MR MILLETT: Yes, thank you.
 20 SIR MARTIN MOORE-BICK: Right. We will have a short break
 21 now, Mr Bailey.
 22 THE WITNESS: Okay.
 23 SIR MARTIN MOORE-BICK: We will take 15 minutes. Come back,
 24 please, at 3.35. No talking to anyone about your
 25 evidence, please, or anything do with it.

167

1 THE WITNESS: All right.
 2 SIR MARTIN MOORE-BICK: You go with the usher now, she will
 3 look after you. Thank you very much.
 4 (Pause)
 5 Right, 3.35, please. Thank you.
 6 (3.19 pm)
 7 (A short break)
 8 (3.35 pm)
 9 SIR MARTIN MOORE-BICK: All right, Mr Bailey, ready to carry
 10 on?
 11 THE WITNESS: Yes.
 12 SIR MARTIN MOORE-BICK: Thank you. Yes.
 13 MR MILLETT: Mr Chairman, thank you.
 14 Mr Bailey, can we go back to Mr Harris' scope of
 15 works spreadsheet of 18 October we looked at before the
 16 break, {SEA0002275}, please. It was attached to the
 17 email we saw. Do you think you read this at the time?
 18 A. I probably glanced over it.
 19 Q. Right.
 20 Now, we can see that it said on page 2
 21 {SEA0002275/2}, under heading "2. Design", if we just
 22 look at that:
 23 "Our budget allows for a full design package incl;
 24 GA's, detailed design of system and interfaces, samples
 25 (no full working mock up allowed for), material

168

1 schedules, and production drawings. It also allows for
2 site surveys, O&M's, and covers a sum for PI insurance."

3 Now, we looked earlier on in your evidence at the
4 LOI from the summer of 2014. This is a much earlier
5 document; this is October 2013.

6 Do you agree, having seen this, that Harley was
7 right from the outset offering to provide Studio E with
8 full design services within its budget?

9 A. Yes.

10 Q. And that understanding never changed after that, did it?

11 A. Well, this was -- sorry, this was in October, this one?

12 Q. Yes.

13 A. Yeah, within the limitations of what was set out in the
14 NBS specification, we did allow a full design package.

15 Q. Before we leave the budget, can I ask you to look at
16 page 2 under "Exclusions", a little lower down the page
17 we're looking at. Do you see it says "Exclusions"
18 there?

19 A. Yes.

20 Q. It says there:

21 "Exclusions -

22 "...

23 "No allowance for fire rated products."

24 What does that mean?

25 A. This is to do with fire rated glass, which is used to

169

1 protect walkways, and that would have potentially
2 a 60-minute insulation and 60-minute integrity screen,
3 and those are very, very expensive, and sometimes sort
4 of got dropped into the specification. So it only
5 relates to fire rated screens.

6 Q. Right. You say it's fire rated glass. I mean, on the
7 face of it, there is no reference to glass there.

8 A. No.

9 Q. It just says "fire rated products", and to the untutored
10 eye, that would include FR ACM. Does it not include FR
11 ACM?

12 A. No, it means simply fire rated screens.

13 Q. Right.

14 Can I ask you to look at {HAR00005996}. This is
15 an email from Mark Harris to you on 25 October 2013 at
16 13.08, if you see that. It's the second email down,
17 first of all. This is from Tomas Rek to Simon Walker at
18 SIG, the cladding manufacturing, 25 October 2013, and
19 then we can see that Tomas Rek passes Mark Harris'
20 details to SIG and asks them to send a quote directly to
21 him. You can see that?

22 A. Yes.

23 Q. Then Mark Harris sends this email string to you, same
24 day, "FYI", and says:

25 "Looks like our old mates at Studio E are now

170

1 referring all manufacturer's to us on Grenfell. Can't
2 be bad!"

3 What do you understand "old mates at Studio E" to
4 have meant in this context?

5 A. I think that's just a Markism.

6 Q. A "Markism", okay. Had Studio E and Harley worked
7 together previously?

8 A. No.

9 Q. So you say it's a "Markism". To your understanding, did
10 this Markism mean that Harley had got in early and were
11 able to exert some influence on Studio E, at least in
12 respect of product selection?

13 A. Not with regard to product selection, but it does mean
14 that we've got a foot in the door.

15 Q. Right, a foot in the door in the sense that whichever
16 contractor won the tender, you would be strongly in line
17 for subcontract?

18 A. No.

19 Q. Foot in what door in what sense, then?

20 A. Well, that it gives us a little bit of an edge, but no
21 more than that, because depending which main contractor
22 wins the tender, they will go out to, depending who they
23 are, four to six cladding subcontractors to get their
24 price. So we don't -- the fact we're doing a little bit
25 of work at this end is trying to give ourselves a little

171

1 bit of an edge, but there's no guarantees in this
2 whatsoever.

3 Q. Is it fair to say that in forwarding enquiries from
4 cladding manufacturers directly to Harley, as we can see
5 they were doing, Studio E were letting Harley take the
6 lead in the selection of materials at this stage?

7 A. No.

8 Q. So why were they doing all that, then? Why were they
9 sending you the material or the quotes?

10 A. Well, I think at this stage we were still doing budgets,
11 so it's -- if you're talking to -- this is, I think --
12 yeah, these are suppliers, this is SIG suppliers,
13 they're talking -- giving us prices so that Mark can
14 include them in his budget.

15 Q. Let's go to {HAR00010172}, and I would like to have
16 pages 2 {HAR00010172/2} and 3 {HAR00010172/3} put up
17 side by side, please.

18 This is an email from Mark Harris to Tomas Rek of
19 7 November 2013 at 8.23, as you can see from the bottom
20 of page 1, over to the top of page 2. Now, you're not
21 copied in on this, but Mark Harris is, as is Mike --
22 sorry, you are copied in on this, and you can see that
23 Mr Harris says, "Good morning Tomas".

24 Then under "Proteus HR Composite - £282m2", he says:
25 "Quite what finish this is based on, I have no idea

172

1 (due to lack of information). I have to say, from
2 a Harley selfish point of view, our preference would be
3 to use ACM. It's tried & tested (on many Harley
4 projects), and we are confident in the cost base. That
5 said, we are of course an envelope contractor, and would
6 be happy to clad the build in the material of choice."

7 Is it fair to say, looking at that, that Harley was
8 positively encouraging the use of ACM cladding at
9 an early stage as suitable for Grenfell Tower?

10 A. No, I don't think we were pushing it particularly.

11 Q. Well, we can see what Mr Harris says, expressing a clear
12 preference for ACM as tried and tested, confident in the
13 cost base, and I'm really seeking to ask whether you
14 agree that that tells us that Harley was positively
15 encouraging Studio E to use ACM?

16 A. No, I don't think that's positively encouraging to go
17 that route.

18 Q. Why was Harley's preference for ACM?

19 A. Because we had a supply chain, in fact a multiple supply
20 chain, for ACM, we're confident of the cost base and the
21 lead times for it, so from that point of view it's
22 a more reliable product to supply.

23 Q. Right. And given that Harley had a preference for ACM,
24 why was Harley telling Studio E that it preferred ACM
25 for use at Grenfell?

173

1 A. For those reasons.

2 Q. Right. So do you accept that Harley did have
3 a preference for ACM at Grenfell?

4 A. Yes.

5 Q. Did that preference extend to a particular ACM product
6 or supplier?

7 A. No.

8 Q. Do you agree that price and/or aesthetics were the
9 dominant factor in those discussions relating to panel
10 options?

11 A. Between Bruce and Mark, yes.

12 Q. Yes.

13 Looking at this email, and the expression of this
14 preference, would you agree that Harley were, in
15 essence, advocating the selection of ACM cladding panels
16 and actively seeking to persuade Studio E to change
17 their provisional specification from zinc to ACM?

18 A. No.

19 Q. Or at least to use ACM as an option, an alternative
20 option in the NBS?

21 A. No.

22 Q. So why do you think Mark Harris told Mr Rek at this
23 stage, November 2013, that Harley's selfish point of
24 view preference would be to use ACM? What was the point
25 of him telling him that?

174

1 A. Well, there were a number of different products being
2 talked about, of which -- over which Harley had no
3 control at all, and I think probably Studio E didn't
4 have a lot of control. The client at the end will
5 choose what they want on the building. So of the
6 products which are being talked about, Mark's expressed
7 a preference for ACM.

8 Q. Can I ask you to look at a different document, which is
9 Deborah French's police witness statement, which she
10 made on 14 September 2017, so very nearly three years
11 ago. It's {MET00019063/2}, which has paragraph numbers.
12 At paragraph 4, she says:

13 "Reynobond Aluminium Composite Material ('ACM') was
14 made, so far as I was aware, with either a polyethylene
15 core ('PE') or a fire resistant core ('FR'). The
16 Reynobond stainless steel composite material ('SSCM')
17 and Reynobond zinc composite material ('ZCM') were
18 produced with only an FR core."

19 Now, it would appear from what we saw earlier that
20 Alcoa also produced a zinc composite material, or ZCM.
21 Were you aware of that at the time of your involvement
22 in this project?

23 A. That Reynobond do a zinc composite material?

24 Q. Yes.

25 A. Yes.

175

1 Q. Yes, and Alcoa also -- sorry, yes, Reynobond do, yes.

2 Was that material, zinc composite material, ever
3 considered for use on Grenfell?

4 A. I don't know. There may have been mention of it
5 somewhere, because basically it would be the same stuff
6 as NedZink.

7 Q. Were you aware that zinc composite material, or ZCM, was
8 only produced with a fire resistant or FR core?

9 A. No.

10 Q. Did it occur to you that one of the consequences of
11 proposing an aluminium composite material instead of a
12 zinc composite material was that the core could be
13 formed of polyethylene and therefore not necessarily
14 fire retardant or fire resistant?

15 A. No.

16 Q. Were you aware that in fact an FR core ACM panel was
17 available from Reynobond?

18 A. Yes, only because it was on the BBA certificate.

19 Q. Which I think you told us you read when it was first
20 promulgated or published in 2008.

21 A. Yes.

22 Q. At the time of the discussion of ACM for use on
23 Grenfell, as we've just seen in Mr Harris' email, in
24 October and November 2013, does it follow that you were
25 aware that an ACM panel from Reynobond could be supplied

176

1 with an FR core?
 2 A. Logically , yes.
 3 Q. Well, you say logically .
 4 A. Well --
 5 Q. It would follow from the fact that you had read the BBA
 6 certificate that you did know.
 7 A. Yes, that's correct, but on the advertising material,
 8 all the information we had from Reynobond at that time,
 9 the only -- there was no play made about FR materials,
 10 the only place it appeared was in the technical table at
 11 the back, resistance to fire , and both that and the PE
 12 core were classed -- were signed off as class 0. So
 13 it's not -- in later editions they've actually made
 14 quite a big issue of the FR, but certainly at the time
 15 we were looking at that, it was a product that was
 16 virtually -- it was never talked about.
 17 Q. So is the gist of what you're telling us this: at the
 18 time of your discussions with Studio E about the choice
 19 of Reynobond ACM in October and November 2013, you knew
 20 that Reynobond supplied an FR cored ACM?
 21 A. Yes.
 22 Q. But you didn't discuss it?
 23 A. No, it was -- as I say, it was class 0 rated, the same
 24 as the ordinary Reynobond.
 25 Q. Was there a price difference , did you know, between FR

1 core and PE?
 2 A. At that stage, because no one had ever discussed the FR,
 3 we didn't know that there was a price difference .
 4 I imagine that there would have been a price difference ,
 5 but as I understand it now, it's £1 a square metre more,
 6 that's all . So from our point of view, if it had been
 7 offered at a £1 a square metre, we would have bought it,
 8 you know, and you would wonder why, if there is that
 9 little price differential between the two, anybody would
 10 stock both types.
 11 Q. Did you actually at the time consciously think, "I have
 12 a choice here" --
 13 A. No.
 14 Q. -- "between PE and FR and I'm going to plump for PE?"
 15 A. No.
 16 Q. What did you think was the point in Reynobond having in
 17 their product range an FR panel for ACM if the fire
 18 performance was the same, class 0 in both cases?
 19 A. That's a very good question.
 20 Q. And what's the answer?
 21 A. The only use I would have thought that -- the
 22 application for that would have been on a walkway, if we
 23 were within a metre of an adjacent building, or on
 24 a fire escape route.
 25 Q. How would that have made a difference?

1 A. That's the only place I could see where this product
 2 would stand out.
 3 Q. Were you aware at the time of any difference in attitude
 4 as between FR core and PE core that CEP or other
 5 fabricators had?
 6 A. No.
 7 Q. Did CEP have a particular preference for PE as opposed
 8 to FR?
 9 A. Not that I'm -- no, and whether this is relevant,
 10 Geof Blades' witness statement, he said he had never
 11 heard of FR.
 12 Q. Does that surprise you?
 13 A. Yes.
 14 Q. Did you ever have a discussion with Geof Blades on this
 15 or any other project about FR?
 16 A. No.
 17 Q. Can we look at {HAR00010160}, please. Now, this is , at
 18 page 1, as you can see, a sales progress report form for
 19 the Grenfell Tower project which was compiled by
 20 Mark Harris, starting on 1 March 2013. Can we look at
 21 page 3 {HAR00010160/3} in that, please. He's written
 22 there, against the date, 5 December 2013, as the
 23 penultimate entry:
 24 "FILE NOTE: Call received from Simon Lawrence at
 25 Rydon to advise that they attended the main contractor

1 project Intro meeting with the client and architect
 2 yesterday, and others in attendance included Keepmoat,
 3 Durkan, and Wates. When the architect gave a slide show
 4 presentation of the scheme, Harley's name was included
 5 on the slide and verbal reference was made to the
 6 assistance that we provided."
 7 Did you see this file note at the time, do you
 8 think?
 9 A. No, I wouldn't have done.
 10 Q. Right. Do you know how Mark Harris -- and we can ask
 11 him about this -- kept this document? Was it available
 12 to everyone in the office?
 13 A. It was.
 14 Q. Did you keep a check on it on the projects you were
 15 involved with?
 16 A. No, I kept in touch verbally with Mark.
 17 Q. Right.
 18 When he says, "Harley's name was included on the
 19 slide and verbal reference was made to the assistance
 20 that we provided", do you know or did you know why Rydon
 21 was telling Harley that?
 22 A. I don't know why Rydon told us that.
 23 Q. Did you get the impression from what you knew -- and you
 24 may not have seen this document -- that Rydon were keen
 25 to have Harley in there as its subcontractor?

1 A. No, we -- we've worked with Rydon before and had a good
2 relationship with them, but when these projects come
3 out, they go to a number of cladding subcontractors to
4 get prices. So they may have preferred to work with us,
5 but that was by no means any guarantee that we would get
6 the work.
7 Q. The picture seems to be here that Harley was, even at
8 this stage -- so late 2013, pre-tender -- influential in
9 the choices of cladding material, both as regards
10 Studio E and in fact now, as it seems, as regards Rydon.
11 Would that be fair?
12 A. No.
13 Q. So how can you explain why it was important for
14 Mr Lawrence at Rydon to tell Harley that it had provided
15 great assistance or assistance in relation to the
16 project at that stage?
17 A. Sorry, why it was important for him to tell us?
18 Q. Yes.
19 A. I ... I think he was just chatting to Mike about the job
20 and said, "Guess what I've seen".
21 Q. Yes. It looks on the face of it that here is Rydon
22 telling Harley that the architect is on side with the
23 appointment of Harley as the subcontractor because of
24 the assistance that it had provided. Is that a fair
25 summation of the position?

181

1 A. I think they would have been happy for us to be
2 appointed, yes.
3 Q. Was it normal, in your experience, for Harley to be
4 closely involved in pre-tender discussions this way?
5 A. It's not unusual.
6 Q. Now, if we go to your witness statement, you say at
7 page 7 {HAR00010184/7}, if we can just look at that, in
8 paragraph 26 there, in the last line:
9 "There was no particular advantage for Harley in
10 using the Reynobond ACM."
11 Now, that's your statement.
12 If we can look at a document, {RYD00003913}, please,
13 this is an email from Mark Harris to Simon Lawrence at
14 Rydon dated 22 April 2014, so this is post the winning
15 of the tender in March by Rydon, and in the third
16 paragraph there -- and you didn't see this at the
17 time -- he says:
18 "I would prefer to try and stick with Reynobond if
19 poss, nothing wrong with Alucobond of course, but I'm
20 not sure we can manage the cost so well if we go that
21 route!!"
22 Now, to what extent did you or anybody else at
23 Harley ever actually investigate using rainscreen
24 products supplied by Reynobond's competitors?
25 A. We were using -- or we've used Reynobond before, so we

182

1 have no issue -- sorry, Alucobond, we've no issue with
2 Alucobond.
3 Q. It's not quite an answer to my question. My question
4 is: to what extent did you or anybody else at Harley
5 ever actually investigate using products supplied by
6 Reynobond's competitors?
7 A. On Grenfell, I don't know. We've used Alucobond on
8 Ferrier Point, and subsequently used it on other
9 projects.
10 Q. Yes, I know, and you have explained that before. If
11 I were to suggest to you: you didn't look at any
12 competitors or any other manufacturers of rainscreen
13 products other than Reynobond, that's right, isn't it?
14 A. It would appear so, yes.
15 Q. Yes.
16 Why is it that Harley could manage the cost of
17 Reynobond better than it could with Alucobond, do you
18 know?
19 A. No.
20 Q. Given that Harley had used Alucobond and Reynobond, as
21 you say in your statement, on a number of projects
22 previously, can you explain why there was such
23 a preference for Reynobond on the Grenfell Tower
24 project?
25 A. No.

183

1 Q. Had you suggested Alucobond to Bruce Sounes at any
2 point, do you think?
3 A. Possibly. And the other thing that's interesting is
4 when we talk about -- nobody used to talk about ACMs,
5 this is a thing that's come out more recently.
6 Alucobond is the brand name. It's a bit like Hoover for
7 ACMs. So it's quite possible that when we talk about
8 Alucobond we mean ACMs, and ACMs we mean Alucobond. So
9 it's entirely possible we've spoken to Bruce Sounes
10 about Alucobond.
11 Q. Can I go to {HAR00010172}, please, and I want just now
12 to explore the relationship between Reynobond and
13 Harley, and just look at one or two documents on that
14 subject, if I may.
15 This is an email from Mark Harris to Bruce Sounes of
16 Studio E on 21 November 2013, so a little bit back in
17 time from where we were, and this is in the context of
18 the selection of materials, and you can see from the
19 bottom of the page that it follows on from Bruce Sounes'
20 letter or email to Mark Harris and Tomas Rek, copied to
21 you, about materials, and particularly about KME Proteus
22 square metre rate.
23 So this is a little bit later in November, but still
24 at the time when, just for context, the
25 NBS specification is being developed.

184

1 He says:
 2 "Apologies for the delayed response. Only just
 3 received a response from Reynobond. They were holding
 4 out on us because they were originally talking with
 5 another company, and were concerned about maintaining
 6 loyalty , on the basis that the other company introduced
 7 them to the project. Once I pointed out how much
 8 business we do with Reynobond, it focused their
 9 attention !!"
 10 How much business did Harley do with Reynobond --
 11 Alcoa, that is -- as at the end of 2013?
 12 A. I couldn't tell you off the top of my head.
 13 Q. Well, was it a lot, a little ?
 14 A. Well, we'd done the five blocks at Camden, we'd done
 15 a block at Heathrow, and I can't remember on
 16 Little Venice whether that was Alucobond or Reynobond,
 17 so there was a -- we did quite a lot of business with
 18 both of them.
 19 Q. Right. How much business with Reynobond was ACM
 20 business? When we say Reynobond, does that mean ACM?
 21 A. It does.
 22 Q. Right. And that was all PE, not FR?
 23 A. Yes.
 24 Q. Who were the individuals at Harley who customarily dealt
 25 with individuals at Reynobond?

185

1 A. Primarily Mark.
 2 Q. And who was it at Reynobond or Alcoa -- I think they
 3 were still called that at this time -- with whom
 4 Mark Harris customarily dealt?
 5 A. Well, Deborah French.
 6 Q. Yes.
 7 A. But a lot of the conversation was through CEP and
 8 Geof Blades at CEP.
 9 Q. Right, so there was a triangle , roughly?
 10 A. Yes.
 11 Q. Do you know how and when Mark Harris' commercial
 12 relationship with Deborah French began?
 13 A. The first reference I have to Deborah French and
 14 Reynobond would be 2008.
 15 Q. In the context of what project?
 16 A. Chalcots Estate .
 17 Q. Right.
 18 Do you know whether any incentives were provided to
 19 Harley by Reynobond to use their products over other
 20 cladding manufacturers?
 21 A. No. No, they weren't, not --
 22 Q. Did --
 23 A. No -- not no, I don't know the answer, but no, they
 24 weren't.
 25 Q. So no better prices, no better terms and conditions?

186

1 A. Well, price is always a factor , depending on the
 2 project , so there are some projects that Alucobond may
 3 want and that particular time they' ll give us a better
 4 rate , but that 's just normal commercial business.
 5 Q. Now, in this email , we can see that Mr Harris is drawing
 6 attention to the strength of the relationship between
 7 Reynobond and Harley. Was it your impression at the
 8 time that that relationship was such that Harley was in
 9 a better position with Reynobond as opposed to any other
 10 suppliers of rainscreen?
 11 A. I think Mark would have been able to squeeze a little
 12 bit more, a little bit of price out of Reynobond.
 13 Q. I see.
 14 A. So he's -- there are plenty of ACM manufacturers out
 15 there , and we only deal with two of them.
 16 Q. It looks from this as if Mark Harris had persuaded
 17 Reynobond to engage with Harley rather than its
 18 competitors who might have been out there competing to
 19 supply rainscreen on the Grenfell Tower project; is that
 20 a fair reading of this email?
 21 A. In terms of engaging with us, yes.
 22 Q. Yes.
 23 A. It doesn't mean to say that Reynobond didn't give the
 24 same price to our competitors.
 25 Q. Can you go to your statement, then, at paragraph 27,

187

1 page 7 {HAR00010184/7}, please. You say there that :
 2 "Harley discussed cladding options being considered
 3 by Studio E with Deborah French in the Autumn of 2013."
 4 Who at Harley had those discussions? Was that
 5 Mark Harris?
 6 A. Yes, I --
 7 Q. Were you privy to or can you tell us anything about the
 8 nature or content of those discussions?
 9 A. I think -- I've seen some email chains where
 10 Deborah French is sending emails to Mark, and Mark is
 11 sending them back, and I think there may even be some
 12 emails with Studio E involved.
 13 Q. Could you look at page 28 {HAR00010184/28} at
 14 paragraph 112 of your statement. Ten lines or so up
 15 from the bottom, you say:
 16 "Having reviewed Harley drawings for the Grenfell
 17 Project, Alcoa (now Arconic) never raised any concerns
 18 or questions about its use."
 19 We looked at that earlier before in your evidence.
 20 This is a slightly different question.
 21 Do you remember which Harley drawings were sent to
 22 Deborah French?
 23 A. No, I don't.
 24 Q. Did you or to your knowledge anybody else at Harley make
 25 Deborah French aware that Grenfell Tower was a high-rise

188

1 building which exceeded 18 metres in height?
 2 A. Yes, and I think -- I know that -- I know now that
 3 Deborah French and Geof Blades met with
 4 Studio E Architects way before we were ever involved, so
 5 they were in full knowledge of the project completely
 6 independently of us.
 7 Q. Do you know when that was?
 8 A. I think it was -- from documents I've read, I think it
 9 was February 2013, although it may have been earlier.
 10 Q. Do you know whether Ms French knew what other materials
 11 were to be used within the cladding system, for example
 12 RS5000 or FR5000 as it then was?
 13 A. I don't know.
 14 Q. Can I ask you to look at {CEP00049719}, please. This is
 15 an email from Deborah French at Alcoa, later Arconic, to
 16 Neil Wilson, Geof Blades and Roy Fewster at CEP, and
 17 it's dated 13 May 2013. I just want to look at it with
 18 you in some detail. She says, "Hi", and the subject is
 19 "BBC Report Ref ACM in UAE":
 20 "As you may be aware there had been some reports via
 21 BBC concerning a fire on a building in UAE regarding
 22 ACM.
 23 "As a business we are aware of this report and our
 24 technical team are following the details, but in the
 25 meantime I wanted to add some thoughts that may help if

189

1 you get questions from your customers/clients etc.
 2 "Regarding the supply of Reynobond in the UK, as you
 3 know we supply both PE and FR core and can control and
 4 understand what core is being used in all projects due
 5 to the controlled supply route we have. By only
 6 supplying Reynobond to a very small group of Approved
 7 Fabricators and working very closely with them on all
 8 projects we are able to follow what type of project is
 9 being designed/developed and then offer the right
 10 Reynobond specification including the core.
 11 "At this stage we will continue to offer both PE &
 12 FR core and continue the close working relationship we
 13 have with our Approved Fabricators to make sure the
 14 right technical support, Reynobond Specification and
 15 Materials are being used and installed on Reynobond
 16 Projects.
 17 "Many thanks for making me aware of the reports and
 18 for your continued support.
 19 "Warm Regards
 20 "Debbie."
 21 Were you made aware at this time or at any time
 22 thereafter, May 2013, of this email or the gist of its
 23 contents, do you think?
 24 A. No, I'm shocked.
 25 Q. Why are you shocked?

190

1 A. Well, they're actually talking about the fire and the
 2 cores, and they're telling CEP, and none of that's been
 3 fed back down to us.
 4 Q. You say you're shocked; did you not see this email in
 5 the course of --
 6 A. No.
 7 Q. -- preparing your witness statement?
 8 A. I've not seen that.
 9 Q. Right.
 10 Were you aware -- I think it would follow, I think
 11 I know the answer to this, but I have to ask it -- that
 12 the fire performance of ACM would differ perhaps
 13 considerably depending on whether a PE or FR core was
 14 being used?
 15 A. I ... the BBA certificate I've seen shows that they're
 16 both class 0, with one producing slightly less smoke
 17 than the other. I know when the fire tests were carried
 18 out after the tragedy that both the FR and the PE core
 19 failed the tests.
 20 Q. Can I then turn to the Booth Muirie quote. Are you
 21 familiar with what that means?
 22 A. Yes, I know Booth Muirie.
 23 Q. Let's see if we can take this quite quickly.
 24 Can I ask you to be shown {BLM00000014/3}, please.
 25 This is an email from Mark Stapley to Stuart Murden at

191

1 Booth Muirie dated 25 February 2015. It's copied to
 2 Ben Bailey, your son:
 3 "Hi Stu
 4 "Further to our earlier telephone conversation,
 5 please find attached our panel requirements for Grenfell
 6 Tower. Please can you provide us with your most
 7 competitive price and also confirm lead times.
 8 "If you require any further information, please do
 9 not hesitate to call."
 10 Were you aware at this time, February 2015, that
 11 Mr Stapley had approached Booth Muirie for a quote?
 12 A. I wasn't.
 13 Q. You weren't aware?
 14 A. No.
 15 Q. Now, take this from me, and it can be checked if I'm
 16 wrong about this, but Alcoa/Arconic had given a price
 17 for Reynobond ACM per square metre of £23.75p to
 18 Booth Muirie, but the price that Arconic gave to CEP at
 19 this time was £23.25p per square metre, a 50p difference
 20 per square metre.
 21 Did you know that Arconic had given CEP a better
 22 price for ACM than Booth Muirie?
 23 A. No.
 24 Q. Does it surprise you that they did that?
 25 A. It's 50p difference, it's ...

192

1 Q. Yes, but does it surprise you that there was
2 a difference?
3 A. Not especially, no.
4 Q. Can you account for it?
5 A. There may -- it may be to do with the quantity that they
6 buy and they get a bulk order discount.
7 Q. Can I ask you to look at {BLM00000009}, please. This is
8 an email of 6 July from Ben Bailey to Booth Muirie's
9 "Enquiries" email address -- this is at the bottom of
10 the page -- providing drawings to quote against the
11 Grenfell Tower project:
12 "Please can you quote an expected lead time as
13 well ..."
14 Your response to it is the next day from Jim Blair
15 to Ben Bailey, 7 July:
16 "We are awaiting a reply from Reynobond as to
17 whether we can procure materials quickly."
18 That then continues at the top of the page with
19 further exchanges on 8 July between Jim Blair and
20 Ben Bailey and others.
21 Now, at this stage CEP had already started supplying
22 the Reynobond ACM in March 2015; that's right, isn't it?
23 A. Yep.
24 Q. Do you know why it is that Booth Muirie were approached
25 for a quote after Harley had already engaged CEP to

193

1 fabricate the panels for Grenfell?
2 A. It may be because CEP were slow in delivering the panels
3 or meeting the programme. This is one of the advantages
4 that we spoke of earlier about the use of ACM, because
5 we actually have a number of suppliers who can provide
6 us with the same thing.
7 Q. Right. Do you know that or is this something I should
8 be asking Ben Bailey?
9 A. As I say, I suspect that's the answer.
10 Q. Right, okay.
11 Now, I want to turn to a different topic, which is
12 the relationship between Harley and Rydon. Can we start
13 with {RYD00001228}. This is an email of 24 August 2013,
14 so pre-tender, from Mark Harris to Jonathan Rowland at
15 Rydon, and you're copied in on this. It says:
16 "Hi Jonathan
17 "Are you guys tracking a project called Grenfell
18 Tower?
19 "We have been tracking this one for quite a while.
20 The application was withdrawn, but some updated
21 elevations have appeared on the planning portal, and the
22 Ojeu has been advertised.
23 "This one has 'our' name written all over it. It's
24 typical of the type of work we were jointly involved
25 with at both Chalcots and Ferrier.

194

1 "I've attached a copy of the Ojeu, plus a copy the
2 latest Abi report, typical elevation, and an image of
3 the existing tower facade."
4 You can see the attachments there.
5 Is it right to say that Mark Harris was liaising
6 with Rydon at really a very early stage, August 2013,
7 regarding Grenfell?
8 A. Yes.
9 Q. Yes.
10 Now, we've -- well, let's look at this. It's
11 {RYD00001398}, this is an email of 27 September 2013,
12 just after the Hays Galleria meeting we discussed
13 earlier this afternoon. We can see that it's in fact
14 the same day, in the middle of the afternoon, so only
15 a few hours after that meeting, and it's an email from
16 Mark Harris to Steve Blake and Jonathan Rowland and
17 you're copied in on it:
18 "Hi Steve
19 "How are things progressing with the PQQ on Grenfell
20 Tower?
21 "As you might recall, we made contact with the
22 architect about the cladding, back in April. He called
23 up a few days ago, and asked for a meeting. Ray and
24 myself met with Bruce Sounes and Tomas Rek of Studio E
25 Architect's this morning.

195

1 "We had a good session talking about several
2 aspects, including; available products, interface
3 details, programme, access, design, and budget costs.
4 We spoke extensively about Ferrier Point, being that
5 there are a number of strong similarities between
6 Ferrier and Grenfell. I think they might well pay
7 a visit to Newham in the near future!
8 "When are you expecting to hear back on your PQQ
9 submission?"
10 I have read that in full to you so you can see the
11 full extent of the exchange or the statement there.
12 Rydon at this stage weren't formally involved in the
13 project, were they?
14 A. No.
15 Q. And they were just a potential contractor.
16 A. Yes.
17 Q. And that would be something for the TMO to decide, who
18 to put on their list?
19 A. Yes, that's what the PPQ is for.
20 Q. Exactly. But nonetheless, here is Harley keeping Rydon
21 aware of developments; yes?
22 A. Yes.
23 Q. Yes.
24 Did you have a personal contact at Rydon at this
25 point?

196

1 A. How do you mean a personal contact?
 2 Q. We can see that Mark Harris talks to Steve Blake. Let's
 3 start with Mark Harris. Were Steve Blake and
 4 Mark Harris well known to each other?
 5 A. Steve Blake was the contracts manager at Chalcots and
 6 became the contracts director at Ferrier Point. So on
 7 those two projects, yes, we knew Steve Blake.
 8 Q. And Steve Blake was known to you, presumably, as well?
 9 A. Yes.
 10 Q. From Chalcots and Ferrier Point?
 11 A. Correct.
 12 Q. Yes.
 13 Would it be unusual for Harley to be talking to or
 14 nudging along a potential project with a possible
 15 potential contractor even before the tender process had
 16 really got going?
 17 A. Yeah, it's not unusual. A lot of these projects we get
 18 involved with can run for years before they come to
 19 fruition, so it really isn't unusual to be talking to
 20 potential main contractors.
 21 Q. Right.
 22 Can I ask you to go to {HAR0000913}. This is
 23 an email from Mark Harris to Simon Lawrence, copied to
 24 Steve Blake and others, including you, 7 February 2014.
 25 Now, 7 February 2014 is at a time when the tender

197

1 process is ongoing, it hadn't been decided:
 2 "Morning Simon
 3 "Just another quick update on what we know so far.
 4 According to Keepmoat, they declined in the end due to
 5 tender timescales (as did Wates). I believe this leaves
 6 you guys, Durkan, and Mulalley.
 7 "I spoke with Mulalley yesterday, and the chap there
 8 said he had been busy on another tender and won't get
 9 around to looking at it until early next week. Durkan
 10 are the only ones that have shown any interest at all,
 11 but to be honest, they have no pedigree with this type
 12 of work.
 13 "Hopefully all this means that Rydon will be [in] a
 14 strong position. It's all down to you now Simon, no
 15 pressure!!
 16 "Kind Regards
 17 "Mark Harris."
 18 You were copied in on this. To your understanding,
 19 why was Harley keen to ensure that Rydon was kept so up
 20 to date with the progress of the bid for the main
 21 contractor and the doings of other potential competitors
 22 in the bid?
 23 A. I think it's because we had a better relationship and
 24 history with Rydon than the other main contractors.
 25 Q. Right. It looks from this that Harley was keen to see

198

1 Rydon appointed as the principal contractor on Grenfell,
 2 is that a fair --
 3 A. I think that's a fair point.
 4 Q. Can we look then at the tender, {ART00002087}, just
 5 looking at page 1 of that. This is the tender
 6 submission, and it's dated 13 February 2004. You can't
 7 see it from this page, but take that from me.
 8 Do you recognise this document from its first page?
 9 A. No.
 10 Q. You don't?
 11 A. No.
 12 Q. Did you ever see the tender submission?
 13 A. No.
 14 Q. You didn't?
 15 A. No.
 16 Q. Do you remember whether you or anybody else were asked
 17 to provide Rydon with information about Harley for
 18 putting into their tender submission?
 19 A. I don't remember, but it wouldn't have surprised me if
 20 Mark supplied some information for them.
 21 Q. Right.
 22 Did you know that Harley had been asked to
 23 provide -- let me put this a different way.
 24 Did you know that Harley CVs for particular
 25 executives were held by Rydon?

199

1 A. No, but again, I'm not surprised. They could have come
 2 off previous projects we worked on with them.
 3 Q. Well, let's look at page 44 {ART00002087/44} of this
 4 document. We can see here -- and this is deep into it,
 5 and this is part of the CVs for the people that would be
 6 working with Rydon on the team, and here it says:
 7 "Grenfell Tower.
 8 "Harley Curtain Wall Ltd - supply chain partner to
 9 Rydon Construction."
 10 Pausing there, at this time, mid-February 2013, what
 11 arrangements were in place as between Rydon and Harley
 12 to make Harley Rydon's supply chain partner?
 13 A. None.
 14 Q. Can you explain why Rydon was telling its potential
 15 client, the TMO, that Harley was its supply chain
 16 partner?
 17 A. No, particularly as they were suddenly telling us that
 18 our price was too high and "Can we have some money off,
 19 please".
 20 Q. You can see that Mr Anketell-Jones' CV details are set
 21 out there, and if we flip over the next page, we can see
 22 there are other CVs for other people, like Mark Stapley.
 23 A. Yeah.
 24 Q. And the next page, please, Rob Maxwell. Next page,
 25 please -- I'm not sure that one takes us very far, but

200

1 certainly you can see the ones I've shown you, and it
 2 looks from this document -- perhaps you can't comment --
 3 that Harley and Rydon were being presented by Rydon as
 4 a joint venture or joint partnership.
 5 A. I think that looks correct.
 6 Q. Did you know that?
 7 A. I didn't know that.
 8 Q. Right.
 9 Did Rydon ever come to you and say to you, "Look,
 10 we're including some CVs of your surveying team and your
 11 designer in our tender submission, can you just make
 12 sure they're accurate before we send them out?"
 13 A. I don't know.
 14 Q. Right. So you can't explain why Mr Stapley's,
 15 for example, CV was included in here?
 16 A. I suspect it was requested by Rydon's and Mark must have
 17 sent it over.
 18 Q. To your knowledge, did anybody at Rydon seek to tailor
 19 the CV of each of these individuals to the range of
 20 skills and the job that they were supposed to do on the
 21 Grenfell Tower project if Harley were appointed as
 22 subcontractor?
 23 A. I ... this is a new document, so I don't know what it
 24 does.
 25 MR MILLETT: Mr Chairman, I'm looking at the clock as it

201

1 ticks towards 4.30. I'm going to have a go at the next
 2 topic, but I may not complete it.
 3 SIR MARTIN MOORE-BICK: You've got five minutes. Is it
 4 worth starting it?
 5 MR MILLETT: I don't think I'm going to complete it in
 6 five minutes. I might. I think better not try it.
 7 SIR MARTIN MOORE-BICK: Probably wiser.
 8 MR MILLETT: Yes. Is that a convenient moment?
 9 SIR MARTIN MOORE-BICK: I think it probably is, yes,
 10 thank you.
 11 Well, Mr Bailey, we're going to call a halt there
 12 for the day.
 13 THE WITNESS: Okay.
 14 SIR MARTIN MOORE-BICK: I am afraid I'm going to have to ask
 15 you to come back tomorrow to face some more questions.
 16 THE WITNESS: Okay.
 17 SIR MARTIN MOORE-BICK: I hope that's convenient.
 18 So we will stop now and resume at 10 o'clock
 19 tomorrow morning.
 20 THE WITNESS: Fine.
 21 SIR MARTIN MOORE-BICK: Please remember, as I've said to you
 22 many times now, not to discuss your evidence or anything
 23 to do with it while you are away from the room. Is that
 24 all right?
 25 THE WITNESS: That's fine.

202

1 SIR MARTIN MOORE-BICK: Thank you very much for being here
 2 today, we look forward to seeing you tomorrow, and if
 3 you go with the usher, she will look after you.
 4 THE WITNESS: Thank you.
 5 SIR MARTIN MOORE-BICK: Thank you very much.
 6 (Pause)
 7 Good, thank you very much. We will stop there and
 8 resume at 10 o'clock tomorrow morning, please.
 9 Thank you.
 10 (4.26 pm)
 11 (The hearing adjourned until 10 am
 12 on Wednesday, 9 September 2020)
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203

1
 2 INDEX
 3 MR RAY BAILEY (affirmed)1
 4 Questions from COUNSEL TO THE INQUIRY2
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

204

A	actual (2) 124:9 162:13	95:4,7 109:2 119:8	166:18	appendices (5) 58:7	arising (1) 99:14	assumed (1) 118:6
a2 (3) 165:14,21,21	actually (42) 9:2 10:15	122:15 145:2 156:19	aluminium (13) 5:13	59:16 99:22 101:23	arm (1) 31:10	assuming (1) 141:16
a6 (1) 75:1	11:17 12:14 17:1	162:25 163:8 200:1	75:8 128:3 135:6	102:6	army (1) 133:14	assumption (4) 51:21
a7 (1) 75:1	18:10 24:16 27:23	against (2) 179:22	141:19 143:3 146:23	appendix (10)	arose (1) 8:13	52:1 112:20 146:2
aarchitectural (1) 63:11	29:5 30:16 31:8 36:9	193:10	157:2 159:7 160:2,13	59:17,17,19,20,21	around (11) 14:5 57:2	assurance (1) 101:4
abi (1) 195:2	37:14 50:20 59:19	ago (6) 6:20,24 42:7	175:13 176:11	62:9 63:1,11 64:4,5	106:20 125:19 127:15	attached (10) 53:8 58:6
able (7) 61:7 85:23	76:10 80:9,16 86:4	70:6 175:11 195:23	always (6) 60:9 86:19	applicable (3) 66:23	128:17 129:13,16	109:24 134:7,23
113:12 155:25 171:11	87:6 91:18 99:21	agree (19) 20:11 49:9	147:6 148:10 167:7	67:12 86:25	141:12 161:10 198:9	159:4,23 168:16 192:5
187:11 190:8	101:19 105:15 107:15	63:17,23 66:10 79:24	187:1	application (5) 17:4	arrange (1) 160:14	195:1
abnormal (1) 80:14	111:2 112:10 114:17	85:6,12 88:8 94:10	amassed (1) 8:11	64:17 116:19 178:22	arrangement (1) 40:17	attachment (1) 131:19
above (4) 29:23	124:8,13 133:11	95:7 119:20 148:12	amendments (2) 8:20	194:20	arrangements (5) 40:5	attachments (2) 133:24
101:1,12 123:11	138:14 150:24 151:4	152:19 155:6 169:6	66:16	applications (1) 77:20	41:1 56:15 99:19	195:4
abreast (2) 8:20 47:17	163:25 164:9 177:13	173:14 174:8,14	among (2) 44:5 58:6	applied (3) 27:15 41:13	200:11	attempt (1) 17:9
abroad (1) 23:10	178:11 182:23 183:5	agreed (4) 43:4 57:2,4	amongst (2) 50:2 128:1	88:8	art00000914 (1) 64:13	attendance (2) 46:12
absence (1) 118:22	191:1 194:5	99:18 100:1 125:19	amount (1) 110:17	apply (2) 68:4 90:12	art0000091411 (1)	180:2
absolutely (4) 18:24	ad (1) 43:21	agreement (4) 37:23	analyse (4) 51:5,15	applying (1) 130:16	68:18	attendant (2) 14:25
33:10 149:16,17	adb (2) 54:18 76:18	90:11 91:4,12	85:16,22	appoint (1) 56:21	art000009143 (1) 65:13	15:24
absolution (1) 107:22	add (1) 189:25	agreements (1) 84:21	analysed (1) 49:22	appointed (4) 44:14	art000009147 (1) 66:5	attended (2) 41:16
absolve (1) 107:20	addition (1) 162:12	agrment (2) 82:15,24	analysis (2) 86:7 129:23	182:2 199:1 201:21	art000009148 (1) 66:21	179:25
absolving (1) 103:2	addition (2) 26:17	air (1) 31:18	andor (2) 44:23 174:8	appointment (1) 181:23	art000009149 (1) 68:8	attention (4) 72:8 74:5
accept (12) 52:15 60:21	103:22	alarm (1) 50:15	angle (5) 29:22 30:1,15	appraised (1) 36:18	art00001487 (2) 140:19	185:9 187:6
64:25 65:19 68:3 87:4	additional (2) 50:14	albeit (1) 83:1	31:6,6	appreciate (3) 15:22	156:18	attitude (1) 179:3
94:21 100:4 122:4	106:18	albiston (6) 28:3,4,9	angles (2) 30:10 117:15	79:23,25	art00002087 (1) 199:4	attract (1) 20:8
123:13 124:8 174:2	additions (1) 34:25	108:20 121:13 122:12	anketelljones (16) 8:24	appreciated (1) 72:1	art0000208744 (1)	august (5) 3:1 109:20
acceptability (3) 149:10	address (3) 21:25 98:6	115:3,25 116:6,25	9:5,14,17 11:6,7 17:25	approached (2) 192:11	200:3	112:5 194:13 195:6
151:7,24	193:9	135:17 175:20 176:1	33:13 44:24 45:14,24	193:24	artelia (1) 140:22	authored (1) 69:20
acceptable (2) 16:19	adequate (2) 73:25	185:11 186:2 188:17	46:5 58:19 95:24	appropriate (8) 72:23	articles (3) 90:11	authorise (1) 82:8
116:9	129:19	189:15	109:21 200:20	82:13 95:13 115:21	91:4,11	authorised (6) 56:23
accepted (3) 25:20 27:4	adjacent (1) 178:23	alcoaarconic (1) 192:16	another (11) 5:14 6:3	117:6,17 146:8 167:16	ascertainment (1) 57:1	58:24 59:14 60:23
102:14	adjourned (1) 203:11	alerted (3) 76:10	18:19 25:22 26:4	appropriately (1) 95:20	ask (44) 1:19 2:13 5:20	79:14 90:17
access (6) 10:14 19:9	adjournment (1) 114:4	130:23 131:5	125:21 137:20 152:14	appropriateness (1)	18:19 41:4 43:10	autumn (2) 154:10
45:10 139:7 141:16	adjust (2) 31:1,13	ali (1) 110:19	185:5 198:3,8	118:7	53:10 55:20 56:17	188:3
196:3	adjustment (4) 30:22	allen (2) 137:16 138:12	answer (31) 2:15 8:12	approval (2) 60:14	62:1,9 86:16 87:12	availability (1) 15:3
accompanying (1) 3:4	31:15 32:6,11	allinclusive (1) 156:1	17:10 18:6 26:10 27:9	88:14	90:8 106:20 110:4,15	available (11) 75:18
accord (1) 141:25	administration (1)	62:2 80:18 121:11	38:10 51:1,2 61:19	approved (22) 6:20,25	114:12 115:23	79:9 90:14 137:22
accordance (4) 48:19	37:13	110:14,19 169:14	62:2 80:18 121:11	7:3 8:6 16:7 17:12	124:12,20 125:22	139:6 141:22 156:20
88:3 104:6 106:12	adopt (5) 83:15 141:18	allowance (1) 169:23	122:25 123:7,10,25	34:21 35:5,19 60:17	127:10 136:2,23 145:2	165:23 176:17 180:11
according (1) 198:4	143:2 146:23 147:14	allowed (2) 88:13	124:8 127:4 136:7	61:2,7 62:6 70:24 71:2	148:24 149:19 151:14	196:2
accordingly (1) 89:23	adopted (1) 139:17	168:25	145:8 151:6,20 156:11	75:2 86:5 87:7 88:10	153:2,24 163:8 166:20	awaiting (1) 193:16
account (3) 76:7 98:17	advance (1) 138:24	183:3 186:23 191:11	158:6 163:4 178:20	118:19 190:6,13	169:15 170:14 173:13	aware (37) 20:22
193:4	advantage (1) 182:9	194:9	183:3 186:23 191:11	approving (1) 116:18	175:8 180:10 189:14	21:13,7,9,11,15,18
accredited (1) 27:13	advantages (1) 194:3	along (1) 197:14	answered (1) 110:10	approximately (2) 24:7	191:11,24 193:7	22:11 23:6,11 47:9
accurate (2) 141:21	advertised (2) 15:7	already (10) 41:7 55:2	12:22 19:1,16 25:17	155:20	197:22 202:14	68:15 70:22,22 71:1
201:12	194:22	86:7 140:5 150:14,15	anybody (19) 4:5 11:18	april (12) 97:9,17 98:14	asked (20) 1:8 16:17	77:23 89:25 91:25
achieve (3) 15:10	advertising (1) 177:7	153:13,14 193:21,25	51:4,15 81:3 146:7	99:16 125:21 127:15	42:6 71:9 78:21	115:1 140:15 165:22
140:10 161:17	advise (2) 8:4 179:25	also (33) 2:13,15,22	148:22 153:3 154:22	131:1,8,17 133:23	102:13 123:21 127:15	166:23 175:14,21
acm (87) 13:23 14:15	advised (1) 166:5	5:7,13 9:25 11:22 17:6	178:9 182:22 183:4	182:14 195:22	130:4 137:4,21 138:2	176:7,16,25 179:3
15:1,5,6 17:4 18:21	advising (1) 144:22	18:6 22:1 26:10,20	188:24 199:16 201:18	architect (27) 10:17	149:9 150:23 151:1,6	188:25 189:20,23
23:7 24:2 26:23 46:9	advocating (1) 174:15	28:13,24 34:8,20	anyone (18) 8:3 45:23	12:17,19 29:18 32:3	158:24 195:23	190:17,21 191:10
114:19 115:2,9,10,12	aesthetic (1) 140:17	43:19 46:2 47:21 64:5	55:22 89:5	50:4,8 52:22 53:11	199:16,22	192:10,13 196:21
134:25 135:3,10,18	aesthetics (1) 174:8	69:12 72:4 75:13	112:9,15,25 113:22	54:2 61:10 85:17	asking (6) 107:24	away (2) 23:25 202:23
136:21 137:5,10	affect (1) 73:13	77:18 101:15 115:11	120:20 123:2 124:5	86:13 95:13 102:22	109:16 150:19 151:23	
139:13 140:5 141:19	affected (1) 75:12	141:22 144:3 156:20	125:24 135:16 147:20	107:19 111:20,22	155:10 194:8	
142:18,21 143:3,5,11	affirmed (2) 1:15 204:3	169:1 175:20 176:1	148:4 164:12 166:6	113:3 119:24 131:22	asks (1) 170:20	
145:22 146:8,14,24	afraid (4) 42:21 85:2	192:7	167:24	134:16 139:20 180:1,3	aspects (6) 5:25 7:20	
147:4,9,14,22,23,25	105:16 202:14	alternative (4) 103:25	anything (13) 31:19	181:22 195:22	10:11 54:6 139:5	b (18) 6:20,25 7:3,6 8:7
148:7,8 157:1	after (22) 13:18	104:13 125:7 174:19	55:21 89:6	architects (17) 30:10	196:2	34:21 35:5,19 61:2,7
160:7,13,17,18,21,23	15:16,17 16:3 21:9	alternatives (3) 109:7,9	96:3,4,10,12 105:1	32:1 33:22 44:2,11	assembly (2) 151:10	62:6,15,22 70:24 71:2
163:1,1 170:10,11	26:6 38:17 48:7 69:4	164:6	113:22 140:16 167:25	49:21 101:13 104:22	162:11	75:2 86:5 87:8
173:3,8,12,15,18,20,23,24	109:17 140:21 146:21	although (5) 38:7	188:7 202:22	111:17 112:13 118:16	assess (2) 17:22 36:11	back (57) 7:7,14 13:20
174:3,5,15,17,19,24	153:21 158:23 164:6	125:21 141:7 148:10	anyway (1) 99:5	131:2 139:10 140:8	assessment (2) 123:16	14:17 16:25 18:16
175:7,13 176:16,22,25	168:3 169:10 191:18	189:9	apart (1) 27:9	158:16 189:4 195:25	148:16	26:11 31:9 34:5
177:19,20 178:17	193:25 195:12,15	alucobond (33) 109:14	apologies (1) 185:2	architectural (5) 20:2	assist (1) 111:12	35:2,22 38:10,19
182:10 185:19,20	203:3	138:1 157:19	apparent (1) 152:19	63:9,10 133:15,15	assistance (6) 61:24	43:18 47:14 50:16
187:14 189:19,22	afternoon (2) 195:13,14	164:12,23	apparently (1) 157:19	arconic (12) 111:4	180:6,19 181:15,15,24	55:23 61:17 62:18
191:12 192:17,22	afterwards (1) 154:12	165:2,3,6,7,13,13,14,14,18	apppear (5) 2:22 23:16	115:1,4,15	assisted (1) 113:4	64:4 78:15 79:6 90:3,8
193:22 194:4	again (39) 7:23,24 19:7	166:1,8,17 167:2	59:3 175:19 183:14	116:11,16,25 135:17	associated (7) 8:21	98:1 99:17,25 105:7
acms (8) 34:11	31:1,13,14 33:1 36:25	182:19	appearance (2)	188:17 189:15	23:6 61:2 104:5	108:4,11 114:17,21
164:14,15 166:13	43:12 59:6 62:1 69:1,6	183:1,2,7,17,20	140:9,13	192:18,21	123:4,24 124:15	119:5 121:7,11 124:19
184:4,7,8,8	73:4,15 74:19	184:1,6,8,8,10 185:16	appeared (4) 158:3	area (5) 77:13 127:1	20:2,5	129:4 141:11 144:15
across (1) 34:3	75:15,22 78:11 83:4	187:2	166:8 177:10 194:21	161:16,20,20	associations (1) 20:13	155:13 156:17
actively (4) 76:15	84:4,13 85:2,23	alucobonds (2) 165:9	appears (2) 116:5 167:8	areas (2) 129:13 141:12	assume (2) 20:16 95:16	157:4,13 159:7,11
118:15 148:5 174:16	87:3,12,14 94:7,15,20			arent (1) 67:5		163:7 164:7,9 167:23
						168:14 177:11 184:16
					B	

188:11 191:3 195:22	197:15,18 201:12	52:8,9 55:14 74:10	82:12,14 84:22	call (7) 1:12 29:13	93:11 97:6 124:17	choice (6) 117:2 123:9
196:8 202:15	beforehand (1) 141:9	86:17 88:7 159:18	broadly (2) 91:6,9	37:20 70:23 179:24	144:13 151:8 153:4	153:13 173:6 177:18
background (2) 4:10	began (2) 129:4 186:12	171:20,24 172:1	brochure (1) 164:23	192:9 202:11	cementitiousbased (1)	178:12
127:23	begin (1) 129:3	184:6,16,23 187:12,12	brought (1) 45:5	called (9) 9:5 24:9	75:2	choices (6) 142:14
backing (2) 106:7 107:4	beginning (1) 124:25	bits (1) 31:6	bruce (18) 131:2 132:2	70:23 131:23 133:14	centre (3) 19:2 67:21	145:16 153:8,11,12
backofafagpacket (7)	behalf (3) 76:24 78:21	black (1) 110:18	133:22 138:22 140:19	137:9 186:3 194:17	131:25	181:9
155:17,19,23	122:13	blades (5) 179:10,14	148:24 152:11 155:18	195:22	cep (33) 115:9,15	choose (1) 175:5
158:2,7,8,21	behind (2) 78:19 136:17	186:8 189:3,16	157:6,22 159:3,19	calls (1) 98:2	116:1,6,11,16,25	chops (1) 162:22
backwards (1) 33:21	being (38) 14:20 16:22	blair (2) 193:14,19	174:11 184:1,9,15,19	camden (2) 137:25	117:22 132:12,17,18	cill (1) 31:9
bad (1) 171:2	27:20,24 34:10	blake (11) 41:23 98:23	195:24	185:14	133:4,6,18 143:24	circular (1) 76:13
bailey (34) 1:13,15,16	36:13,19 45:12 46:7	136:12 137:4 195:16	bs (3) 16:24 18:14,15	came (13) 16:2 19:17	144:1 162:3,4,9,15,15	circulated (1) 128:7
3:6 24:9,11 35:6 50:25	47:17 49:18 76:8	197:2,3,5,7,8,24	buck (1) 52:17	30:18 51:24 82:25	164:17 179:4,7	civil (1) 4:11
54:11 55:18 56:8,14	77:14,17,19 80:5 91:1	blm00000009 (1) 193:7	budget (20) 89:8 139:8	86:9 98:16 107:24	186:7,8 189:16 191:2	clad (1) 173:6
58:20 78:21	101:16 110:9 115:2	blm000000143 (1)	141:11,15,21	119:24 136:8,10,20	192:18,21 193:21,25	cladding (112) 4:22
86:15,16,21 103:9	121:18 122:16 130:3	191:24	155:14,16 157:14,23	137:18	194:2	5:17 7:21 8:3 13:15,24
107:23 113:17	132:1 141:6 155:24	block (8) 14:7,8 71:7	158:21 159:6,11,22	cannot (4) 119:14 120:8	cep00049719 (1)	18:22 19:2,23,25
114:6,11 149:9 151:3	160:1 175:1,6 184:25	97:20 134:7 137:10,12	163:5,10 168:23	127:16 149:8	189:14	20:2,12,17,23 21:4
167:21 168:9,14 192:2	188:2 190:4,9,15	185:15	169:8,15 172:14 196:3	cant (33) 7:4 13:2	certain (3) 16:20	22:17,24,25 23:2,5,15
193:8,15,20 194:8	191:14 196:4 201:3	blocks (6) 5:18 13:23	budgetary (2) 125:10	19:5,8,14 31:23,24	109:14 142:12	24:2 27:5 29:6,19
202:11 204:3	203:1	134:4 137:11 160:12	147:14	39:13,15 42:21 43:7	certainty (1) 127:16	30:13 51:7 53:6,8,15
baker (1) 75:23	believe (17) 17:8 44:19	185:14	budgeting (1) 139:11	57:17 59:19 70:13	certificate (23)	61:8,23 67:21 69:23
ballpark (3) 156:3,6	49:17 51:18,19 91:13	blunt (2) 98:25 99:2	budgets (5) 141:17	78:17 96:19 133:7	15:8,9,11,20 25:16	71:20 72:5,11,16,23
158:8	115:18 118:18 132:6	board (1) 82:14	143:2 146:22 157:15	136:25 139:18	82:15,24 118:25 119:6	73:6,11 74:8 77:20
barrier (7) 50:14,18,21	145:1 149:6,8	boards (1) 16:2	172:10	142:3,12 144:11	124:16 135:20,24	96:6,9,14 100:6,9,23
113:7 154:23 155:1,8	151:6,13,22 153:22	body (3) 8:11 19:18	build (6) 29:15 45:10	147:16 152:6,13,17	136:8,11,23 137:1,2,5	103:15,22,24 104:5
barriers (26) 21:10	198:5	100:23	81:17,21,23 173:6	153:1 158:22 171:1	138:7 167:9 176:18	109:8,12,14,15 110:24
23:12 47:19	believed (5) 114:19	bold (1) 72:20	buildability (3) 29:1	185:15 199:6 201:2,14	177:6 191:15	111:10,13
50:7,11,24 54:5	118:1 124:17 145:19	bolt (3) 30:21,22,25	41:8 46:3	care (3) 32:11 82:6	certificates (5) 25:19	115:11,16,17 116:12
68:11,14 72:9,23	147:25	bolted (2) 30:11,20	building (78) 4:17 5:25	100:5	76:11 93:9,15 138:2	117:11 118:23 122:21
74:1,6 78:9 123:10	bells (1) 50:15	bolts (1) 29:22	6:19 8:6,21 10:1	career (1) 6:17	certification (1) 82:25	125:7 128:22 129:1
128:16 153:18	below (5) 29:23 59:12	bonus (2) 40:11,25	17:5,17 22:1 29:19	carried (12) 17:5	cgl (8) 130:25 131:6	132:12 133:12,23
154:2,5,6,6,8,11,15,17	83:7 103:22 104:10	booth (9) 140:21	32:8,9 35:19 42:4	18:7,11 23:19 52:11	132:9,19,20 133:6,18	134:13,19 135:11
155:11	ben (11) 24:9,11 41:21	191:20,22	48:15 50:9,17	83:13,17,17 86:10	134:1	137:20 139:2,12,14
barry (1) 137:16	46:19 58:19,20 192:2	192:1,11,18,22	52:23,25	125:21 147:5 191:17	chain (7) 54:5 162:14	140:6 141:18
base (5) 31:7,13	193:8,15,20 194:8	193:8,24	53:8,12,13,18,23,25	carry (9) 56:8	173:19,20 200:8,12,15	142:18,18,21
173:4,13,20	banding (2) 30:3 117:15	bore (1) 58:25	54:3,18 61:1,7,10 62:5	92:10,13,21 97:7	chains (1) 188:9	143:3,8,10,14,17,25
based (11) 39:9,24 49:4	bends (1) 164:8	both (19) 3:16,21 15:9	65:21 66:1,16,23	114:6 125:23 127:2	chairman (8) 1:12 55:29	144:6 146:14,23
55:2 108:14 112:13	beneficiary (2) 97:13	22:1 27:8 42:1 71:17	71:13 73:10 79:9	168:9	56:13 78:20 113:10	148:15,17 154:5
117:5 141:11 159:23	99:12	112:6 167:9 177:11	85:8,24 86:5,14 87:7	cases (1) 178:18	167:16 168:13 201:25	158:17 163:13,15
163:8 172:25	benefit (2) 127:23	178:10,18 181:9	90:14 92:19,22,25	cassette (12) 100:17,24	164:21 170:18 171:23	172:4 173:8 174:15
basically (3) 29:14	155:4	185:18 190:3,11	93:3 95:1 97:1 100:23	101:2 139:14 141:23	15:19 133:3,24 134:24	181:3,9 186:20 188:2
100:3 176:5	berry (4) 13:6,8,10,12	191:16,18 194:25	102:25 104:24 106:17	142:8,11 147:9 156:21	137:5,8,11 147:5	189:11 195:22
basics (1) 109:25	beside (1) 45:24	bottom (18) 31:4,7,12	107:18 116:14 122:22	161:7,14 163:12	186:16 194:25	189:11 195:22
basis (8) 17:6 40:11,11	best (4) 29:16 38:3	52:10 67:7 68:10	123:3,5,23 124:15	cassettes (4) 141:13	197:5,10	clarify (2) 79:4 126:24
49:1 81:7 105:3	102:23 148:14	74:21 76:23 95:2	130:16 131:24 135:10	159:25 160:7 162:3	chalcots (18) 14:3	class (15) 7:11 14:16
bat (16) 185:6	better (12) 9:17 16:4	100:13 101:9 116:23	145:23,24 148:1	casting (1) 67:2	15:19 133:3,24 134:24	15:10 16:25 18:15
baa (10) 15:8,9,11 93:9	39:19 148:22 183:17	125:16 132:2 172:19	149:11,23 150:10,15	castlemaine (4) 13:24	178:3,9 186:20 188:2	25:17 26:11,12 34:12
118:25 119:6 124:16	186:25,25 187:3,9	184:19 188:15 193:9	151:25 156:3,8 175:5	133:24 134:24 136:22	167:16 168:13 201:25	124:17 167:10
135:20 136:8,11 137:4	192:21 198:23 202:6	bought (1) 178:7	178:23 189:1,21	categorical (1) 149:17	134:1	177:12,23 178:18
138:7 167:8 176:18	between (50) 28:19	box (1) 1:7	buildings (20) 7:17 8:18	cause (6) 6:18 7:7,15	change (4) 84:3,12	191:16
177:5 191:15	29:12 39:3 40:5,21	br (3) 67:13 75:20 76:8	14:10 16:3,4,12,22,23	57:18 82:8 166:20	137:18 174:16	classified (1) 177:12
bbc (3) 23:19 189:19,21	42:10,12,19 56:25	brand (1) 184:6	20:24 21:5,21 22:18	caused (2) 22:24 70:9	changed (1) 169:10	classified (1) 4:18
bearing (1) 31:16	57:5,8 62:20 63:3,7	bre (9) 66:17 67:8,14	23:2 53:17 67:9 68:25	causes (1) 71:24	channel (5) 5:7 13:8,9	clause (22) 60:1 79:7
became (9) 5:5 16:4	77:5 79:2,19 81:4	68:6,23 69:10 70:23	72:6 77:15 138:15	causing (1) 80:11	31:20,21	82:1,1,6 83:3,6,9
19:20 24:17 111:4	83:12 87:13 94:12	77:5 79:2	152:4	cavities (5) 72:14,16,21	chap (2) 9:5 198:7	84:7,16,17 87:16 92:8
122:2 131:5 135:17	97:12 98:9 99:18	bre0000555410 (1)	bulk (1) 193:6	73:22 78:9	chase (1) 158:1	93:21 94:4 95:2 96:19
197:6	100:1,15 110:8,13	72:13	bullet (5) 68:9 75:7	cavity (31) 21:10 23:12	chatting (1) 181:19	99:10 100:4 108:4
become (3) 72:15,17	111:2 122:15 124:25	bre0000555417 (1)	88:21,25 109:3	47:19	cheaper (3) 141:22	120:6 121:2
122:4	126:8,10,14,21 129:4	73:20	burn (1) 14:20	50:7,11,14,16,17,24	156:21 161:7	clauses (1) 103:23
becomes (1) 69:4	161:1,2 162:4 174:11	bre0000555418 (1)	business (9) 28:15,20	54:4 72:9 73:24	cheapest (3) 141:18	clear (5) 53:10 78:20
before (47) 4:5 28:2	177:25 178:9,14 179:4	74:21	185:8,10,17,19,20	74:6,17 78:7 113:7	143:2 146:23	116:16 118:1 173:11
33:4 34:11 44:12,13	184:12 187:6 193:19	bre000055542 (1) 69:13	187:4 189:23	123:9 128:16,17	check (10) 51:7,16	clearer (1) 113:7
51:24 66:25 67:1	194:12 196:5 200:11	bre000055543 (1) 69:21	busy (1) 198:8	153:18	54:15 93:6,9,11	clearly (3) 2:15 60:10
70:4,7,18 71:19,19	beyond (3) 40:8 89:7	bre000055544 (1) 71:5	butt (1) 110:12	154:1,4,6,7,11,14,16,23	102:19,22 112:17	151:18
93:10 99:16,23,23	129:2	bre000055549 (1) 71:15	buy (2) 162:2 193:6	155:1,8,11	180:14	cleat (2) 30:22 31:15
104:8 109:2 112:12	bickerdike (2) 137:16	break (12) 51:3	buying (3) 61:20 62:3,3	cel00003364 (1) 75:22	checked (9) 16:10 17:16	clements (3) 13:25
114:16,17 118:16	138:12	55:11,18 56:6 74:2	buys (1) 162:15	cel0000336411 (1) 77:7	51:22 52:2,6 54:19	133:24 134:24
121:21 122:2,19 128:5	bid (2) 198:20,22	113:12,17,23	—————	cel0000336422 (1) 78:1	124:16,17 192:15	client (20) 36:22,22
131:13,13 139:21	big (5) 16:21,21 31:17	167:17,20 168:7,16	—————	celotex (24) 16:17,21	checking (5) 51:22 54:3	39:18 81:1 94:16
143:8,24 149:8 150:17	118:14 177:14	breaks (1) 47:10	—————	17:7 18:7,11 34:16	60:4 94:15 97:5	100:20 119:16
154:9 156:25 168:15	biggest (1) 39:18	brian (1) 69:22	—————	46:8 54:19,20 55:2	checks (5) 18:9,10	120:10,13,24 122:9
169:15 181:1 182:25	bit (23) 16:1 32:1,4,15	brief (2) 14:18 117:12	—————	76:25 77:5 78:22,25	52:11 86:11 97:7	125:10 131:23 155:15
183:10 188:19 189:4	35:1,15 40:16 42:14	british (4) 67:3	—————	79:2 82:25 86:10,22	chiltern (1) 5:13	162:10,17 164:22

designated (1) 106:13	91:23,25 167:10	35:5,19 42:22 43:1	186:23 188:23 189:13	49:4,16,17,23	141:25 142:24	64:14,15 66:21 97:14
designed (5) 16:23 30:1	177:25 178:3,4,25	61:2,7 62:6,18 63:7	199:10,19 201:13,23	51:16,23 52:2,12	146:10,19 156:18	145:14
32:3 65:16 124:3	179:3 192:19,25 193:2	64:18,20 65:1,5,18	202:5	63:14 109:21 111:5	157:5 159:2,19 163:9	entry (1) 179:23
designeddeveloped (1)	different (29) 2:11 32:8	66:11,25 67:1	door (3) 171:14,15,19	112:10,16 119:25	164:3 168:17	envelope (20) 10:1
190:9	48:11 55:16 56:14	68:12,23 69:14,22	dormant (1) 37:11	120:3,20 121:22 131:2	170:15,16,23 172:18	envelopes (2) 5:25 7:17
designer (22) 68:12	89:12 92:6 94:23	70:1,9,16,22,24	doubt (1) 53:22	138:23 139:24 140:12	174:13 176:23 182:13	65:21 66:1,23 73:10
94:22 95:13,19	101:21 105:2 111:25	71:2,6,11,12,18	doubts (1) 148:10	142:10,22 144:17	184:15,20 187:5,20	75:14 108:24 121:16
96:6,14 99:6 102:10	112:3 116:15 121:5,5	75:2,20,24 76:24 77:7	down (28) 1:17 2:15	145:4,9,14 152:15	188:9 189:15 190:22	122:6,7,14,17 125:2
107:2,13 119:14,17,21	124:20 125:9 130:19	78:13,17,25 86:5 87:8	30:12,18 31:2,14	153:2,7,25 154:4,9	191:4,25 193:8,9	126:16 135:10 173:5
120:1,8,22	137:8 145:17 148:3	97:16 99:24 102:6	35:1,15 45:22 51:3	155:11 157:6 158:24	194:13 195:11,15	epdm (1) 126:18
121:3,7,19,25 122:16	165:22 166:6,20	105:15,19 108:13	59:11 67:2 73:20,23	164:13 166:6 169:7	197:23	epic (1) 20:5
201:11	175:1,8 188:20 194:11	109:17,18 121:12	74:10 77:9 80:3 84:7	170:25 171:3,6,11	emails (3) 47:13	equates (1) 141:15
designers (4) 6:6 26:4	199:23	150:9 153:15 157:4	102:21 107:15 114:22	172:5 173:15,24	188:10,12	equip (1) 8:12
32:22,23	differential (1) 178:9	163:5,9 164:24	146:19 149:2 163:17	174:16 175:3 177:18	emerged (1) 108:20	equipment (1) 10:14
designing (3) 11:22	differently (1) 121:4	165:1,11 166:24 169:5	169:16 170:16 191:3	181:10 184:16	emergency (1) 73:8	equivalent (2) 9:17
59:1 130:16	difficult (4) 73:14 74:17	175:8 180:11,24	198:14	188:3,12 189:4 195:24	employed (4) 24:15	137:24
designs (11) 12:14,17	78:6 105:19	182:12 199:8 200:4	downer (1) 154:5	earlier (21) 34:15 38:10	61:13 74:1 137:20	equivalents (1) 84:22
32:17 35:14,18 53:7	difficulties (3) 38:4	201:2,23	downstand (1) 31:4	71:9 99:21 102:14	employee (4) 12:1	equivalent (1) 48:7
77:14,17 107:19	57:18 127:25	documentation (2)	downtown (1) 21:25	108:21 109:1 116:21	24:18 40:3 127:15	erm (2) 24:16 148:10
112:10,12	difficulty (1) 2:10	49:24 96:11	downwards (1) 158:4	121:14 135:21 150:8	employees (6) 11:1 24:8	es (2) 138:25 139:1
desk (2) 2:22 34:3	digests (1) 66:17	documents (12) 2:23	dozen (2) 33:16,25	164:16 166:19 169:3,4	25:2,11 26:15,18	escape (2) 50:16 178:24
despite (2) 102:5	digital (1) 151:22	48:20 58:12 63:15	draft (4) 79:9 89:6	175:19 188:19 189:9	employer (5) 63:9 83:19	especially (2) 157:10
106:25	dimensional (1) 60:19	76:17 92:15 96:3	90:13 139:1	192:4 194:4 195:13	84:24 88:3,6	193:3
detail (7) 7:25 14:17	dimensions (1) 111:21	101:23 110:3,21	drafting (2) 12:11,13	early (9) 33:25 34:24	employees (9) 84:2,11	essence (1) 174:15
40:16 43:25 111:15	direct (1) 53:25	184:13 189:8	drafts (1) 99:19	131:10,10 157:11	87:24,25 89:20 90:1	estate (4) 14:3 15:19
166:17 189:18	directly (4) 44:12 75:14	does (33) 29:11 34:8	draughtsmen (1) 12:24	171:10 173:9 195:6	94:17 108:15 112:11	136:1 186:16
detailed (9) 6:22	170:20 172:4	39:24 49:14,22 52:6	drawing (8) 29:13,13	198:9	employing (1) 27:24	estimate (2) 39:2 158:2
8:13,14 49:3 63:25	director (7) 5:10,11,15	59:20 61:18 62:1 65:8	30:10 32:20 60:5	easy (2) 86:19 161:12	enable (3) 72:21 87:19	estimated (1) 155:20
104:6,9 141:20 168:24	19:19 27:19 97:24	74:4 80:24 93:12	111:16,19 187:5	edge (3) 129:9 171:20	128:10	estimates (1) 28:1
detailing (2) 111:24,25	197:6	111:8 112:5 124:10	drawings (88) 1:9,21	172:1	enclosure (1) 163:8	estimating (3) 11:22
details (17) 73:21 84:24	directors (2) 13:12	126:3,20 130:6 147:12	17:4 29:1,11,14	edition (17) 67:10,15	encouraging (3)	41:7 108:21
106:7 107:5 117:17,19	97:21	153:13 162:21 164:18	32:18,18	68:25 69:11,12,13	173:8,15,16	estimator (2) 28:1,3
124:17 131:2,21 132:2	disagree (1) 140:1	169:24 170:10 171:13	33:7,12,15,16,18,20,25	75:20,25 76:3,8	end (14) 9:8 47:23	etalbond (2) 137:9,19
139:7 141:8 156:2	disappeared (1) 48:8	176:24 179:12	34:3,7,17,22,24	91:12,13,18,20,22	50:25 51:1 56:20 75:6	etc (1) 190:1
170:20 189:24 196:3	discharge (1) 84:19	185:20,21 192:24	35:4,5,16 41:8 43:22	92:4,4	124:25 129:3 140:7	eu (1) 84:22
200:20	disclosed (1) 151:21	193:1 201:24	44:21,22	editions (1) 177:13	149:11 171:25 175:4	european (2) 82:12
detect (1) 142:10	discount (1) 193:6	doesnt (9) 2:17 31:6	45:2,4,5,7,12,15,17,18,20,21	editor (1) 75:23	185:11 198:4	167:10
determine (5) 30:16	discrepancies (1) 94:12	50:20,22 59:3 121:17	47:19 48:23,25	effect (1) 160:19	endanger (1) 130:15	even (16) 6:24 7:13
37:5 96:20 106:5	discuss (15) 29:5 36:22	124:8,10 187:23	49:1,4,6,15,16,23	effective (2) 68:11,14	ended (1) 43:11	18:4 27:15 39:25
107:3	44:25 45:3,13,17	doing (12) 32:2	50:10 51:15,25	effectively (1) 12:17	ends (1) 147:6	53:14 64:21 71:18
determined (1) 57:23	55:21 139:10,21 141:1	43:15,16 46:20 102:25	52:2,7,12 54:1	effects (1) 68:13	energyefficient (1)	73:15 78:12 135:13
determines (1) 7:10	151:9,12 154:16	126:4 130:14 156:9	60:1,2,12,16 85:16	effort (1) 159:15	77:15	139:22 162:16 181:7
develop (2) 85:21	177:22 202:22	171:24 172:5,8,10	89:2,20 93:16	either (13) 19:19 23:25	engage (3) 12:22 20:12	188:11 197:15
139:20	discussed (18) 4:4 43:3	doings (1) 198:21	104:7,14 108:14	44:15 46:4 89:8 94:22	187:17	event (2) 72:10 74:7
developed (3) 122:2,3	44:5,7,23 139:6,12	dom (1) 90:12	109:4,24 111:5	96:10 124:6 127:7	engaged (5) 65:20	ever (25) 6:18 56:25
184:25	142:1,4 144:14 145:19	dom2 (4) 91:5,11	112:14,25 113:1,3,5,8	129:6 147:21 148:5	83:14 119:13 120:7	64:20 65:7,8 70:15
developing (2) 112:12	151:10 154:7,11 166:8	101:25 102:7	115:3,24 116:2,6,8	175:14	193:25	81:3 99:5 112:16
121:17	178:2 188:2 195:12	domestic (1) 91:11	119:18 138:25 154:6,9	electronically (1) 60:3	engaging (1) 187:21	117:2 118:16 129:6,11
development (1) 26:15	discussing (5) 29:1	dominant (1) 174:9	159:4 169:1 188:16,21	element (3) 48:22	engineered (1) 20:4	153:2 154:21 166:25
developments (2) 8:21	151:3,4 152:23 164:14	done (28) 10:17	193:10	100:11 162:13	engineering (16)	167:6 176:2 178:2
196:21	discussion (15) 46:6	32:19,22,23 51:21,23	drawn (1) 31:8	elements (1) 5:1	4:11,14 8:25 9:19,20	179:14 182:23 183:5
diagram (2) 1:25 7:10	100:15 129:6,22	53:22 58:17 86:7 87:9	drill (1) 30:20	elements (3) 7:22,24	10:8,10,15	189:4 199:12 201:9
diagrams (2) 1:9,20	139:12 142:17 144:9	89:24 112:16	driven (1) 77:14	83:13	11:2,8,12,19 25:3,4	every (8) 25:20,21
didnt (63) 9:10,13	145:13,21 146:2	121:4,21,22 122:19	driver (1) 16:5	elemeta (4) 5:2,3,4	96:8 125:9	33:10 35:23 38:11,13
11:17 15:17 17:8 20:8	153:18 156:22 166:11	129:9,21 130:18 135:3	drop (1) 31:18	10:19	engineers (2) 9:1 139:3	40:7 123:17
22:16,23 23:16,20	176:22 179:14	138:5 147:8,13 152:5	dropped (1) 170:4	elevation (4) 44:22	enough (3) 8:15 71:4	everybody (4) 54:6
30:3,20 33:24	discussions (15) 46:4	165:6 180:9 185:14,14	dubai (2) 22:2,17	138:25 141:9 195:2	136:17	103:1,2 107:20
34:12,13 45:2,3	96:4,12 111:2,11	dont (61) 20:9,10	due (7) 86:23 119:5	elevations (1) 194:21	enquiries (3) 125:24	everyone (2) 1:3 180:12
50:15,22 55:11 65:5	115:12 139:15 145:25	22:3,16 23:8 25:20	124:19 128:1 173:1	eliminates (1) 159:8	172:3 193:9	everyones (2) 157:15,21
70:3,4 71:13 76:5,6	154:14 164:16 174:9	31:18 33:20,22 37:25	190:4 198:4	elongated (1) 72:17	ensure (14) 49:24 52:23	everything (3) 53:25
79:23,25 80:25	177:18 182:4 188:4,8	41:19 43:10 52:9	during (18) 2:24 5:16	else (24) 19:1 45:23	53:12 66:11 82:7,20	106:25 107:11
82:18,21 86:13 98:18	distances (1) 74:3	53:24 57:6 64:10	6:12,17 7:13 11:16	51:21 55:22 86:7 87:9	85:12,17,23 86:11	evidence (17) 1:9,21
101:17,19 107:15,20	distinct (1) 151:5	67:16 76:1,2 86:21	24:16 26:16 36:5,15	89:5 100:3 103:2	88:9 107:18 126:10	4:4 13:20 26:12 34:6
108:5,8 119:2,24	distinction (5) 49:7	90:25 105:16 107:22	39:7 45:21 47:18 70:1	107:21 125:24 135:16	198:19	55:21 103:9 113:22
120:11 126:3 129:16	117:12 122:15 161:1,2	120:5 126:7 133:2,2	72:1 139:5 145:25	137:19 147:20	ensuring (4) 49:10	129:24 135:21 150:24
130:4 136:23,25 138:3	distinguish (1) 29:12	136:16 142:15,23	149:15	148:4,22 153:3 154:22	60:22 95:19 130:11	154:25 167:25 169:3
145:1 146:14 151:21	distinguishes (1) 32:17	143:18 144:13 146:19	durkan (4) 125:5 180:3	164:12 165:25 182:22	74:17 78:6	188:19 202:22
156:7 164:2 165:25	divergences (1) 94:4	148:21 149:12 153:22	198:6,9	183:4 188:24 199:16	entire (2) 59:1 155:21	exact (4) 96:19 142:3
166:17 175:3 177:22	divided (3) 28:18 39:3	154:14 155:4,9,16	duties (1) 99:14	elses (1) 103:1	entirely (6) 53:10 98:16	156:1,2
178:3 182:16 183:11	126:14	156:23 159:17 162:19		email (43) 58:3	140:16 149:25 152:18	exactly (6) 50:9
187:23 199:14 201:7	dixon (2) 127:10,11	163:21,25 164:5,20		100:18,25 109:19	184:9	99:18,25 111:21 142:3
differ (1) 191:12	document (74) 6:20,25	171:24 173:10,16		112:4 131:16 132:5	entitled (6) 63:9	196:20
difference (12) 32:10	7:3,6 8:7 34:21	176:4 180:22 183:7		133:22 134:2 140:20		
				E		
				e (60) 33:1 44:1 45:1		
				47:23 48:24		

examination (1) 2:24
 example (13) 29:21
 32:19 47:16,19 94:16
 110:11 113:8 135:3
 136:22 161:8 166:21
 189:11 201:15
 examples (2) 34:5
 160:11
 exceeded (3) 8:18
 157:24 189:1
 except (1) 157:1
 excerpt (1) 139:2
 excess (2) 14:11 145:24
 exchange (2) 150:23
 196:11
 exchanges (1) 193:19
 exclusions (3)
 169:16,17,21
 exclusively (4)
 39:5,8,12,16
 executed (2) 87:15
 97:20
 execution (3) 87:18
 97:16,20
 executives (1) 199:25
 exercise (4) 82:5 86:6
 105:20 125:9
 exercised (1) 82:5
 exert (1) 171:11
 exhibits (1) 3:4
 exist (2) 45:2,3
 existence (3) 15:8 16:2
 166:6
 existing (2) 131:24
 195:3
 exists (2) 73:12 82:14
 exova (2) 61:15 86:13
 expansion (1) 110:14
 expect (4) 61:5 89:7
 113:2 119:3
 expectation (7) 49:19
 51:23 86:8 112:19
 117:5 129:20,22
 expected (5) 116:25
 118:2 130:17 157:14
 193:12
 expecting (1) 196:8
 expensive (2) 160:6
 170:3
 experience (14) 5:24
 6:5,14 53:16 76:9
 81:11 139:19,25
 141:17 142:25
 146:22,25 166:18
 182:3
 experienced (1) 127:25
 expertise (9) 8:11,12
 53:5,7 61:22,23 89:7
 134:12,21
 experts (2) 53:21,23
 explain (18) 30:5 47:13
 53:4 57:15 65:5 80:1
 101:16,22 105:3
 117:12 121:19 164:18
 165:25 167:4 181:13
 183:22 200:14 201:14
 explained (3) 34:15
 123:10 183:10
 explore (1) 184:12
 exposed (2) 69:5 75:13
 express (2) 146:14
 158:19
 expressed (3) 117:5

146:11 175:6
 expressing (1) 173:11
 expression (1) 174:13
 expressly (1) 98:2
 extend (2) 95:19 174:5
 extended (1) 110:23
 extension (1) 72:19
 extensively (1) 196:4
 extent (10) 36:18 57:19
 59:2 83:6 100:10
 111:10 144:22 182:22
 183:4 196:11
 exterior (1) 7:16
 external (23) 8:5,17
 11:23 20:23 22:24,25
 67:8 68:24 69:23
 72:5,10,16,22 73:6,11
 74:8,22,23 77:20
 101:13 124:4,6 125:2
 externally (2) 128:18,19
 extra (1) 164:8
 extrusion (1) 30:1
 eye (2) 67:2 170:10

F

f (6) 59:17,19,20 62:9
 63:1 64:4
 faade (54) 4:14,18
 6:5,6,7 8:24,25 9:20
 10:8,10,11,15,22
 11:2,8,12,18 12:14
 25:3,4 44:6 49:11
 52:16 58:24 59:1,8
 60:23 79:22 93:7
 111:5
 119:13,15,21,24,25
 120:7,9,12,21,23
 121:3,6,17,19,25
 122:16 123:3 124:4,7
 126:15 129:19 151:10
 155:22 156:14
 faades (8) 11:24 20:23
 21:5 37:10,22 97:12
 98:4 132:9
 fabricate (1) 194:1
 fabricated (3) 111:18
 159:9,24
 fabricates (1) 162:15
 fabrication (9) 104:8
 111:16 117:10,17,19
 161:11,18,21,25
 fabricator (10) 110:16
 132:12 133:9
 144:2,3,4
 162:3,19,20,21
 fabricators (4) 115:9
 179:5 190:7,13
 facade (4) 56:24 101:13
 119:17 195:3
 facades (1) 39:6
 face (11) 29:22 139:14
 142:7,24 157:1
 160:8,13 161:16 170:7
 181:21 202:15
 facefixed (15) 100:16
 141:19 142:11
 143:4,11 146:24
 147:4,14,22,23
 148:7,8 161:6,8
 162:19
 factor (2) 174:9 187:1
 factors (1) 30:2
 fag (1) 157:13

fagpacket (1) 141:11
 failed (1) 191:19
 fair (15) 8:15 23:4 71:4
 134:11,19 135:9
 158:15 163:4 172:3
 173:7 181:11,24
 187:20 199:2,3
 fairly (2) 136:4 158:5
 fall (3) 31:23 75:11
 141:16
 familiar (24) 61:6 66:23
 67:4,11,24 68:4 69:16
 73:1,16 75:16 78:12
 81:20 91:3,16,20 92:3
 93:25 94:7 95:7 138:6
 164:24 165:1,8 191:21
 familiarity (3) 61:21
 62:5 81:8
 far (24) 15:23
 16:7,15,15 17:12 31:5
 34:18 51:6,25 79:20
 88:8 101:11 103:9
 114:23,25 130:12
 142:7 145:21 147:13
 148:4 166:3 175:14
 198:3 200:25
 fatality (1) 21:14
 fault (1) 78:22
 favoured (1) 140:12
 features (1) 104:5
 february (7) 125:1
 189:9 192:1,10
 197:24,25 199:6
 fed (1) 191:3
 feel (1) 86:24
 felt (1) 96:4
 ferrier (15) 13:25 133:5
 141:6 147:6 151:16
 152:2,25 165:7,8
 183:8 194:25 196:4,6
 197:6,10
 few (5) 45:5 70:6 163:7
 195:15,23
 fewster (1) 189:16
 fifteen (1) 39:2
 figure (11) 57:2 71:8,17
 72:24 89:15 155:19
 156:3,4 157:13
 158:8,9
 file (2) 179:24 180:7
 filled (1) 165:19
 final (6) 3:25 98:17,19
 109:2 125:19 162:13
 financial (1) 38:4
 find (7) 1:24 63:8 99:25
 109:24 132:24 144:7
 192:5
 finds (1) 1:10
 fine (3) 79:3 202:20,25
 finial (1) 163:13
 finish (3) 160:19,22
 172:25
 finished (3) 126:18
 127:1 146:21
 finishes (3) 126:25
 127:1 160:24
 finishing (1) 127:18
 fire (87) 4:16,19 6:14
 7:22 10:20 14:22,25
 15:4,4,6,24
 21:7,9,11,15,18 22:12
 23:13 24:1,2,2 25:12
 34:9,20 47:10 50:8,16

52:22 61:13 67:8
 68:11,14,23 69:2,3
 71:6,16 72:6,10,22,23
 73:4,7,9,11,12,24,25
 74:2,3,7,11,14,17
 75:12 78:4,6,8
 106:10,16
 123:5,8,14,16 135:18
 147:23 148:7 153:4
 161:3,3 169:23,25
 170:5,6,9,12 175:15
 176:8,14,14 177:11
 178:17,24 189:21
 191:1,12,17
 firebreak (1) 34:25
 firebreaks (1) 50:7
 firefighting (1) 73:14
 fires (9) 21:4,21,25
 22:17 23:7,10,11,17
 71:9
 firestopping (1) 23:14
 firmer (1) 157:15
 first (38) 1:5 2:21,25
 16:6,8 17:11 18:3
 24:15,20 33:25 39:2
 50:5,6,23 51:22 56:17
 59:21 62:19 69:15,25
 74:12 76:23 81:15
 82:10 88:14,18 91:16
 104:17 110:6 125:11
 130:23 137:10 152:10
 155:10 170:17 176:19
 186:13 199:8
 fish (1) 106:20
 fit (2) 53:9 104:23
 fitters (1) 13:15
 fitting (2) 13:4,4
 five (10) 36:4 39:5
 60:13 70:20 71:19
 72:19 137:11 185:14
 202:3,6
 fix (6) 48:18 49:10
 52:16 108:23 121:15
 122:6
 fixed (3) 139:14
 160:8,13
 fixers (1) 41:22
 fixing (3) 100:24
 142:7,8
 fixings (4) 75:12 101:2
 106:7 107:4
 flag (1) 50:23
 flagged (1) 89:22
 flame (8) 14:21 22:25
 71:22 72:10,18,20
 74:7 75:14
 flames (1) 72:15
 flat (1) 161:9
 flaw (1) 94:23
 flaws (1) 89:21
 flexibility (2) 142:14
 153:8
 flip (3) 1:7,23 200:21
 floor (2) 32:10 154:7
 floors (1) 32:7
 foam (4) 149:10
 151:7,24 152:24
 focus (2) 141:10 157:15
 focused (1) 185:8
 focusing (1) 157:21
 folded (2) 117:14
 161:15
 folder (1) 2:21

follow (14) 22:23 48:10
 49:8 61:18 62:1 94:20
 126:3 150:21 157:11
 166:5 176:24 177:5
 190:8 191:10
 following (6) 17:10
 59:15 103:25 131:21
 134:1 189:24
 follows (2) 157:7 184:19
 foot (4) 161:20
 171:14,15,19
 force (3) 141:18 143:2
 146:22
 forced (1) 147:13
 foreman (1) 13:11
 forensic (1) 7:24
 forget (1) 146:20
 forgive (2) 5:3 90:4
 forgotten (2) 143:21
 144:7
 form (8) 12:16 71:17
 123:2,13 125:18
 147:24 148:8 179:18
 formal (11) 26:14 37:22
 40:5 43:1 57:12 80:16
 81:16 93:5 97:11
 99:24,24
 formally (3) 57:4,19
 196:12
 formed (2) 123:11
 176:13
 forward (4) 128:21
 141:20 160:13 203:2
 forwarded (1) 141:8
 forwarding (1) 172:3
 forwards (1) 33:21
 found (2) 6:21 83:1
 four (8) 13:22 26:4 36:4
 45:22 75:6 82:10
 116:23 171:23
 fourth (2) 29:4 160:5
 fr (29) 15:10 86:23
 161:3 166:22 167:8,11
 170:10,10 175:15,18
 176:8,16
 177:1,9,14,20,25
 178:2,14,17
 179:4,8,11,15 185:22
 190:3,12 191:13,18
 fr5000 (2) 18:12 189:12
 frames (3) 128:3,5,20
 france (1) 21:19
 free (1) 127:1
 freelance (2) 39:1,3
 french (14) 110:9,10
 111:2 164:17
 186:5,12,13
 188:3,10,22,25
 189:3,10,15
 frenchs (1) 175:9
 frequency (1) 37:5
 frequent (1) 37:8
 frequently (1) 37:2
 front (5) 2:23 9:24
 30:12,19 75:24
 fruition (1) 197:19
 fuel (1) 72:17
 full (20) 39:9,23 95:11
 101:5,8,12,15 110:1,2
 111:9 112:5,7 141:24
 168:23,25 169:8,14
 189:5 196:10,11
 fulltime (5) 24:17,22,23

39:20 40:1
 fully (5) 60:18 68:22
 83:7,23 147:25
 functional (1) 106:15
 funded (1) 11:1
 further (9) 35:1 75:21
 76:3 84:7 112:12
 130:8 192:4,8 193:19
 future (1) 196:7
 fyi (1) 170:24

G

g (1) 154:2
 gained (1) 5:24
 galleries (7) 44:3,25
 138:18 152:12,16
 154:12 195:12
 gap (2) 110:13 129:4
 gaps (1) 128:20
 garish (1) 91:15
 garnock (2) 21:11 71:8
 gas (1) 168:24
 gatwick (2) 10:2,3
 gave (8) 38:10 50:2
 88:17 93:15 124:9
 155:19 180:3 192:18
 general (31) 7:15 18:19
 20:11,18,19 36:3 38:3
 41:10,12 46:12 47:15
 65:14 66:6 70:10
 73:15 77:23 78:12
 86:25 87:3 103:8,17
 104:21 108:13,16,17
 110:24,25 144:16
 151:11 155:13 166:25
 generally (9) 25:15
 33:25 39:9,23 41:20
 50:11 76:21 106:4
 143:9
 generate (1) 43:2
 generating (1) 75:13
 generic (1) 164:14
 generically (1) 166:12
 geof (5) 179:10,14
 186:8 189:3,16
 get (25) 2:14 30:3 51:20
 52:10 53:9 86:24
 93:24 98:18 113:18
 130:8 133:8 136:25
 156:1 161:16 162:9
 164:6 166:17 171:23
 180:23 181:4,5 190:1
 193:6 197:17 198:8
 getting (3) 32:14 88:14
 101:5
 gist (3) 146:5 177:17
 190:22
 give (13) 4:5 28:18
 30:17 31:15 40:16
 71:3 95:5 124:13
 157:24 166:14 171:25
 187:3,23
 given (22) 27:24
 36:3,20 41:10 53:4
 55:3 57:15 76:8 77:4
 108:1 123:22 142:13
 144:12 150:1,16 153:7
 164:3 166:2 173:23
 183:20 192:16,21
 gives (1) 171:20
 giving (2) 136:16
 172:13
 glanced (1) 168:18

glass (7) 26:21
 128:2,4,5 169:25
 170:6,7
 glazed (1) 141:7
 goes (6) 31:1 75:5 83:9
 156:17 160:5,10
 going (40) 1:4 4:9
 29:15 30:5 33:4
 35:2,15,22 38:10 41:7
 43:12 47:9 48:11
 50:25 51:2,3 55:18
 56:14 64:4 86:16 87:4
 88:22 93:24 100:14,16
 113:17 119:5 125:25
 126:4 129:16
 130:13,19 156:10
 163:7 178:14 197:16
 202:1,5,11,14
 gone (2) 86:13 107:1
 good (12) 1:3,12 2:5
 8:22 113:13,16 114:9
 172:23 178:19 181:1
 196:1 203:7
 goods (4) 83:25
 87:17,23 93:23
 governing (1) 40:9
 graduate (1) 5:5
 graduated (1) 4:11
 graduating (1) 4:21
 graham (4) 9:6 19:20
 25:8 27:8
 granite (3) 13:6,8,10
 grange (1) 151:1
 grateful (2) 2:9 157:10
 great (1) 181:15
 grenfell (102) 7:13 9:11
 11:13 14:13 15:12,22
 16:17 17:24 18:20
 20:21 21:3 28:10,11
 29:17 36:7 37:20
 38:6,12 39:7
 41:4,13,17 43:11
 44:1,2,22
 46:11,14,16,18
 47:2,22 48:5,6 52:17
 55:22 56:16 64:17
 65:3 70:1,5,18 71:19
 72:2 73:2,17 75:16,19
 78:11 81:20 91:14
 95:23 115:1,3,24
 117:4,20 118:9 125:2
 127:20 130:23,24
 131:3,5,23 133:23
 134:3,6 137:3,24
 138:23 141:7 142:21
 144:19 145:6 146:8
 148:14,17 152:24
 166:16 171:1 173:9,25
 174:3 176:3,23 179:19
 183:7,23 187:19
 188:16,25 192:5
 193:11 194:1,17
 195:7,19 196:6 199:1
 200:7 201:21
 grounds (1) 147:14
 group (1) 190:6
 guarantee (1) 181:5
 guarantees (1) 172:1
 guess (6) 39:13,15
 41:18,19 42:18 181:20
 guessing (4) 18:5 28:21
 42:21 70:20
 guesswork (1) 106:21

guidance (13) 7:16,18
19:10 53:23 61:2,10
72:4 74:5 75:18 76:16
123:4,24 124:15
guys (3) 127:2 194:17
198:6

H

h92 (2) 101:14 103:14
hackley (6) 9:6 11:3
17:18 18:3 19:20 25:8
hadnt (5) 99:21 149:23
150:9,16 198:1
half (2) 33:16,25
halfway (4) 75:7 77:9
114:22 137:12
halt (1) 202:11
hand (1) 126:16
handshake (1) 43:5
happen (1) 64:9
happened (3) 23:10
52:10 57:16
happening (1) 63:1
happens (1) 2:16
happy (7) 54:6 55:15
93:16 98:14 111:23
173:6 182:1
har00000120 (1) 58:23
har000001202 (3)
59:18 79:7 90:9
har00000391 (1) 59:22
har000003912 (1) 59:25
har00000396 (1) 62:10
har000003963 (1) 64:5
har00000913 (1) 197:22
har00005461 (1) 159:2
har00005867 (1) 58:1
har00005992 (1) 157:5
har00005996 (1) 170:14
har00005997 (1) 159:18
har00010155 (2) 88:16
108:12
har0001015510 (1)
109:8
har0001015512 (1)
119:9
har000101552 (2)
108:18 121:12
har000101559 (2)
88:20 109:1
har000101592 (1) 38:22
har00010160 (1) 179:17
har000101603 (1)
179:21
har00010172 (2) 172:15
184:11
har000101722 (1)
172:16
har000101723 (1)
172:16
har00010184 (1) 3:12
har0001018411 (2)
110:5 116:22
har0001018412 (2)
56:19 100:13
har0001018413 (1)
100:14
har0001018417 (1) 47:7
har0001018419 (1)
43:19
har000101842 (2) 5:23
9:23
har0001018420 (1)
44:18

har0001018427 (1)
114:18
har0001018428 (2)
114:13 188:13
har000101843 (4) 12:6
24:6 35:22 41:6
har0001018441 (1)
123:21
har0001018442 (1)
122:24
har0001018444 (1) 4:1
har000101845 (2)
130:22 138:20
har000101846 (1) 139:9
har000101847 (4) 48:14
124:24 182:7 188:1
har000101848 (1)
125:16
har00015399 (1) 131:16
hard (1) 138:8
harley (234) 1:5
11:1,17,21 17:21
19:1,4,13,22 20:16
23:4 24:4,7,15,16,23
26:7,14 27:3,13,15,16
32:22,23 36:2,6
37:10,12,14,21,22
38:5 39:1,6,6,8,12,17
40:1,6,21 42:13
44:10,15 48:7,8,15
49:22 51:5,15,16,20
52:1,6,11,17,21 53:14
56:20,25 57:5,8,18,24
58:6,14,25 60:9,21
63:14,20,24 64:1
65:19,23,25 66:10
68:3,16 69:7 76:16
80:4,25 81:3 82:16,20
83:20 84:4,13
85:3,12,15,22 87:6
88:9,9,13 89:5,5,20,22
92:23 93:5 94:1,8,11
95:8,11,16 97:12
98:3,4,9 99:18 100:1,4
101:11,12,17 107:6
110:22 111:8
112:9,15,25 114:23,25
115:3,24 116:6 118:21
119:13,17 120:7,20
121:3 122:6,13
123:2,15 124:9,13
125:1,12,22,24
126:10,15,18 128:2
129:23 130:23 131:5
132:8,20 133:8
135:3,16 140:25
142:25 144:17 145:4,9
147:20 148:5,14 149:3
151:3 153:3
154:8,9,22 158:24
159:15 162:2,4 163:5
164:12,18 165:25
166:25 169:6 171:6,10
172:4,5
173:2,3,7,14,23,24
174:2,14 175:2
180:21,25
181:7,14,22,23
182:3,9,23
183:4,16,20 184:13
185:10,24 186:19
187:7,8,17
188:2,4,16,21,24

193:25 194:12 196:20
197:13 198:19,25
199:17,22,24
200:8,11,12,15
201:3,21
harleys (44) 39:9,24
43:22 47:24 48:22
49:9 54:15 57:20,23
59:8 61:21 62:3,5
63:19 81:7 85:14 87:1
88:16 96:5,13,17
101:17 102:2,9,15
105:5 107:1,12,25
108:11 110:23 119:4
128:14,22 129:3 131:1
134:12,21 135:9
138:21 173:18 174:23
180:4,18
harris (56) 28:8,14
38:20 39:11 40:6
42:7,16 58:3 110:8,11
111:4 132:4 133:22,25
134:12,15 138:21,25
139:16 142:7 146:11
157:6 159:3,19 160:16
161:24 162:25 164:2
168:14 170:15,19,23
172:18,21,23 173:11
174:22 176:23 179:20
180:10 182:13
184:15,20 186:4,11
187:5,16 188:5 194:14
195:5,16 197:2,3,4,23
198:17
harsh (3) 52:8,9,9
havent (5) 93:10 120:16
135:5 157:4 159:7
having (11) 57:18 59:7
71:18 89:19 115:2,24
122:3 128:2 169:6
178:16 188:16
hays (7) 44:3,25 138:18
152:12,16 154:12
195:12
hazard (1) 69:3
head (13) 2:17 63:2
80:13,20 81:4 82:2
85:15 87:12 89:9
99:22 101:24 102:7
185:12
heading (9) 59:12 62:11
74:11 78:2 92:8
119:11 127:13 154:1
168:21
hear (3) 1:4 86:19 196:8
heard (1) 179:11
hearing (2) 1:4 203:11
heathrow (1) 185:15
height (4) 8:18 14:11
145:24 189:1
heights (4) 21:7 22:7
24:1 32:7
held (3) 60:4 126:8
199:25
help (10) 30:5 54:10
64:11 77:3 102:12
139:10,15 157:15
162:2 189:25
helpful (1) 1:10
helpfully (1) 34:8
helping (2) 2:8 144:23
hence (1) 134:5
here (31) 4:6

30:10,17,18,19,21,24,25
31:11,14,16 32:7
51:20 59:3 62:21
66:22 68:20 76:14
115:15 121:2 122:17
163:10 166:15 178:12
181:7,21 196:20
200:4,6 201:15 203:1
179:21 187:14
hes (4) 32:3 46:2
hesitate (1) 192:9
heston (1) 131:25
hi (4) 189:18 192:3
194:16 195:18
high (4) 158:3,9 160:12
200:18
higher (3) 161:18
162:16,16
highlevel (1) 45:11
highlighted (1) 77:13
highpressure (1) 148:11
highrise (21) 5:17 7:17
16:3,6,11 17:11,17
20:23 21:5,21 22:17
53:17 135:14
149:7,8,11,23 150:10
151:24 165:5 188:25
hindsight (1) 151:20
historically (1) 65:18
history (4) 16:1 20:23
21:4 198:24
hoc (1) 43:21
holding (3) 23:4 95:14
185:3
hole (1) 30:24
holes (2) 161:10 162:23
holidays (1) 24:17
honest (1) 198:11
honeycomb (3)
135:4,5,6
hooked (1) 30:14
hookon (1) 117:16
hookons (1) 111:21
hoover (1) 184:6
hope (4) 1:24 9:23 51:1
202:17
hopefully (1) 198:13
hotel (1) 21:25
hour (1) 55:23
hours (2) 146:20 195:15
house (4) 13:24 21:15
22:8 24:1
housing (3) 14:7,9 71:7
however (1) 73:10
hr (2) 139:13 172:24
huge (2) 17:7 50:22
hughes (1) 41:23

ill (8) 35:3 37:20 59:6
77:8 80:18 93:21
123:1 144:15
illustrate (1) 1:9
illustrated (2) 23:7 34:8
illustration (1) 35:17
im (67) 3:7 4:9 18:5
19:7 24:18 28:21
31:25 32:12 34:3
35:15 42:6,21 43:9
48:11 50:25 51:2,2,19
59:3 64:20 65:6 70:20
76:10 77:6 78:16
86:16,24 87:3,4
90:7,23 91:25 92:1
93:23 105:9,16
106:1,20 107:23 108:8
109:16 113:10 119:6
130:19 136:6 138:6
145:7 157:10,22
159:17 163:3,25
165:1,1,15 173:13
178:14 179:9 182:19
190:24 192:15
200:1,25 201:25
202:1,5,14
image (4) 152:11,15,17
195:2
images (3) 152:12,20
160:14
imagine (4) 18:5 19:5
157:23 178:4
immediately (3) 59:12
104:10 140:21
impact (2) 7:21 38:5
important (5) 65:1
78:10 123:9 181:13,17
impose (1) 102:18
impossible (1) 63:24
impression (7) 28:19
142:13 153:7 155:14
158:16 180:23 187:7
inaudible (1) 17:7
incentives (1) 186:18
incl (1) 168:23
include (17) 4:16,17
49:10 59:16,20 85:8
92:19 95:24 100:8
112:6 141:12 155:20
161:25 164:2
170:10,10 172:14
included (13) 41:6 61:1
84:1,10 109:6 125:6,7
126:4 154:8
180:2,4,18 201:15
includes (4) 48:18
108:23 121:15 156:12
including (18) 5:1 10:1
11:24 44:22 47:1
60:19 61:2 66:15 83:8
84:19 101:24 109:7
139:6,13 190:10 196:2
197:24 201:10
incorporated (8) 64:6
79:13,20 80:14,20
85:14 90:16 92:24
increased (3) 31:11
77:18 157:24
independent (5) 12:23
39:25 40:6 126:24
134:15
independently (2)
124:13 189:6

index (1) 204:2
indicate (1) 104:14
indicated (2) 116:8
125:20
individuals (3)
185:24,25 201:19
industrial (1) 140:10
industry (13) 6:13 7:16
8:3 16:13 19:10,18
20:14,17 22:20 27:4
50:19 76:9 77:5
inference (1) 99:1
influence (1) 171:11
influential (1) 181:8
info (1) 134:8
information (16) 19:17
20:14 62:10,12 66:17
103:21 105:10 134:23
135:17 158:24 164:9
173:1 177:8 192:8
199:17,20
informed (1) 87:2
inhibit (2) 72:9 74:7
inhouse (2) 10:18 26:4
initial (2) 44:21 45:8
initially (7) 10:17
125:12 127:25 131:5
142:20 143:5 158:15
innovative (2) 77:13,17
inprogress (1) 151:17
input (2) 46:2 50:7
inq00011211 (1) 91:10
inq000112117 (1) 92:7
inq000112118 (1) 93:21
inq000112119 (1) 94:3
inquiry (11) 2:4,8
3:11,19 4:1 5:21 13:21
24:5 56:18 151:21
204:4
inserted (1) 82:1
inside (5) 23:15
129:8,13,17 130:13
insofar (3) 79:14 84:24
90:17
inspect (1) 81:4
inspection (2) 79:10
90:14
install (3) 103:23
141:22 156:21
installation (12) 6:1,7
12:11 13:9 27:5 69:3
72:9 74:6 110:10
128:12 155:21 156:13
installed (4) 23:13
127:19 128:17 190:15
installers (1) 126:15
installing (1) 128:4
instances (1) 61:9
instead (1) 176:11
institute (1) 8:25
instructions (1) 127:13
insulant (1) 69:4
insulated (1) 141:8
insulation (2) 74:13,18
insulating (34) 15:25
16:2,4,19 18:23 26:25
34:15 46:9 54:12,16
67:9 68:24 74:12
78:2,5,8 144:10
148:23 149:10
151:3,5,9,12,18
152:21,23,25
153:4,8,14 162:11

163:13,16 170:2
insurance (1) 169:2
insurers (1) 84:24
integration (2) 60:20
83:12
integrity (2) 130:15
170:2
intend (1) 55:11
intended (1) 95:16
intending (1) 129:12
intent (20) 56:23 57:24
58:2,7,15,22 59:7 65:6
79:6 80:11 85:14,23
90:3,9,20 102:4
104:14 107:16 108:5
139:1
intention (1) 56:21
intents (1) 63:23
interaction (1) 7:9
interest (4) 20:8
134:2,5 198:10
interested (3) 46:2
133:1 164:4
interesting (1) 184:3
interface (3) 83:12
139:7 196:2
interfaces (1) 168:24
internal (12)
46:10,22,25 125:17
126:1,5,9,16,25
127:1,14 129:20
internally (3) 29:2
128:23,25
interrogation (1) 112:11
intervene (1) 54:9
intervention (2) 73:5,8
interview (1) 59:22
into (32) 3:5 16:2,9,10
17:16 26:7 29:23
30:11 31:1 37:12 38:1
45:12 50:17 65:9 76:8
79:20 80:14,20 82:1
85:14 108:6 122:20
130:13 138:5,9 157:11
159:24 166:1,17 170:4
199:18 200:4
intricate (1) 31:5
intro (1) 180:1
introduced (6) 21:10
30:19 35:1 142:20
143:5 185:6
investigate (3) 112:16
182:23 183:5
investigation (4) 112:11
130:8 138:5 166:25
investigations (1) 2:8
invoice (1) 40:7
invoices (1) 43:3
involve (6) 6:5 26:19
28:25 46:5 48:23
94:15
involved (33) 9:25
10:15,20 11:13 13:23
25:3 28:7,8 32:5
36:7,9 39:7 47:22,25
115:11 118:16
121:8,21 122:2,4,20
137:15,17 138:12
143:9 149:8 180:15
182:4 188:12 189:4
194:24 196:12 197:18
involvement (9)
47:16,24 71:20

73:1,17 81:7 91:14
 112:15 175:21
involving (4) 14:10
 72:10 74:8 147:8
irregular (1) 46:24
irregularly (1) 47:3
irvine (1) 71:8
isnt (7) 57:22 60:9
 79:16 111:19 183:13
 193:22 197:19
iso (2) 27:13,15
isolation (1) 49:13
issued (7) 48:20
 49:16,18 60:2,14
 76:13 80:10
issues (2) 47:17 101:1
item (7) 58:24 62:15
 103:20 104:3,10
 105:10 154:2
items (5) 53:10 54:4
 60:13 104:16 163:12
its (130) 4:21 14:20,20
 15:8 17:6 19:7 20:5,11
 25:17,21 26:11,15
 30:12,17 32:14 33:25
 34:21 38:22 44:15
 51:1,1 53:8
 57:9,12,14,22 58:7
 64:14,25 65:6 69:20
 71:1 75:22 76:18
 79:12,13 81:1,15,17
 82:25 83:4 86:19
 90:15,16 91:9,15 92:6
 93:9 95:12 96:19,20
 97:12,14,20,21 98:8
 99:14 102:19 103:17
 105:25 106:3 108:19
 111:20,21 112:7,15,17
 115:5 116:2,21
 117:13,14 119:10
 131:16,17 133:11
 134:11 136:4,17,17
 138:11 140:9,12
 143:15 147:6 149:22
 150:9,25 152:19 153:4
 155:23 159:1 160:22
 162:19 163:12 167:7
 169:8 170:6,16 171:9
 172:11 173:3,21
 175:11 177:13 178:5
 180:25 182:5 183:3
 184:6,7,9 187:17
 188:18 189:17 190:22
 192:1,25,25 194:23
 195:10,13,15 197:17
 198:14,23 199:6,8
 200:14,15
itself (12) 20:17 23:4
 34:21 50:15,22 58:22
 102:15 118:6,24
 124:12,13 165:14
ive (32) 3:17 7:19,23
 15:19 33:7 34:15 43:4
 64:20 66:25 68:5 76:1
 78:19 96:18 101:7
 105:3 110:3,21 130:4
 134:7 140:4 141:24
 144:7 157:12 158:12
 181:20 188:9 189:8
 191:8,15 195:1 201:1
 202:21

J

january (4) 88:17,18
 108:12 124:25
jason (3) 130:25 131:1
 134:1
ject (2) 62:19 63:7
jim (2) 193:14,19
job (14) 5:3,9 9:2 17:21
 25:12 36:20,21 59:8
 87:9 97:2 107:17
 118:20 181:19 201:20
jobs (2) 81:22 135:3
jog (1) 152:7
join (1) 19:4
joined (1) 13:9
joint (3) 110:15 201:4,4
jointing (1) 110:12
jointly (1) 194:24
joints (1) 110:18
jonathan (3) 194:14,16
 195:16
josey (1) 137:16
july (9) 56:20 57:2 58:4
 100:15,19,25
 193:8,15,19
jumped (2) 150:12,16
junior (1) 10:5

K

k15 (3) 16:8 17:13 18:3
kawneer (2) 26:20
 133:17
keen (7) 134:5 137:25
 141:1 164:18 180:24
 198:19,25
keep (4) 2:13 20:13
 27:4 180:14
keeping (4) 8:20 20:16
 41:9 196:20
keepmoat (3) 125:5
 180:2 198:4
kept (4) 47:17
 180:11,16 198:19
kevin (7) 33:13 44:23
 45:13 46:18 96:1
 109:19,22
key (29) 28:25
 29:11,13,14 30:19
 32:5,17,18,19
 33:15,16,18
 34:7,17,22 35:4,16
 41:8 43:22 44:21
 45:12,15,20 47:18
 58:11 82:22 97:6
 107:8 122:10
kind (5) 12:10 134:20
 135:13 151:14 198:16
kinds (1) 87:18
kingspan (2) 16:8 18:3
kme (1) 184:21
knew (22) 12:24 13:8
 15:7 34:11,12 46:7
 54:19 55:2 80:4 81:18
 82:23,25 111:8 119:2
 142:7 143:7,13 155:16
 177:19 180:23 189:10
 197:7
know (110) 11:11 13:6
 16:11 22:2,24 23:18
 36:21 37:10 42:12,16
 43:25 57:4 64:9 67:16
 76:2,6,7,24 77:3
 80:20,25 83:20
 84:4,13 85:2 88:7

91:22 105:19 106:1,2
 110:18 118:14,15
 119:7 120:3,5,11,19
 126:3,7,8,14
 129:16,17 130:4
 132:23 133:2,2,9
 135:13 136:20 137:4
 138:8 142:20,23
 143:14,18,18,20,21
 148:2,4 150:20 156:7
 158:6,8 159:15
 160:1,16 161:6,24
 162:25 163:25 164:2
 165:2,3 176:4
 177:6,25 178:3,8
 180:10,20,20,22
 183:7,10,18
 186:11,18,23
 189:2,2,7,10,13 190:3
 191:11,17,22 192:21
 193:24 194:7 198:3
 199:22,24
 201:6,7,13,23
knowing (1) 80:13
knowingly (1) 35:11
knowledge (23) 6:22
 18:10,21 19:11 20:14
 22:14,16 23:20,25
 26:17,22 81:3,6 144:5
 147:21 153:2,6
 154:22,24 166:18
 188:24 189:5 201:18
known (6) 13:12 20:5
 36:12 43:4 197:4,8
knowsley (3) 21:7 22:7
 24:1

L

l (1) 16:3
lo (1) 64:7
lo1212 (1) 64:7
labels (1) 98:15
lack (1) 173:1
laid (1) 45:6
lakanal (4) 21:15 22:8
 23:13 24:1
lamb (8) 33:13 44:23
 45:13,24 46:4 96:1
 109:19,22
lambs (1) 112:4
laminates (1) 148:11
large (3) 1:6,23 20:17
largescale (1) 9:25
largest (1) 115:9
last (7) 26:10 39:22
 64:7 67:20 88:25
 101:10 182:8
late (3) 47:8 165:22
 181:8
later (19) 13:20 14:18
 18:17 26:12 34:6
 43:25 47:15 61:17
 78:24 79:4 120:18
 136:22 140:20 148:20
 151:22 154:12 177:13
 184:23 189:15
latest (1) 195:2
lawrence (7) 41:23
 109:20 112:4 179:24
 181:14 182:13 197:23
lawrences (1) 100:18
layers (1) 52:21
layout (3) 106:7 107:4
 121:6

lead (5) 72:18 172:6
 173:21 192:7 193:12
leads (1) 131:18
leadup (1) 101:7
leapt (2) 150:18,22
learnt (1) 6:14
least (10) 65:2 79:20
 80:24 81:18 105:21
 122:4 131:4 148:12
 171:11 174:19
leave (2) 9:7 169:15
leaves (1) 198:5
leaving (1) 119:6
led (3) 105:4 106:24
 118:12
left (6) 9:1,8 11:9 24:18
 25:8 128:20
leg (1) 31:4
legislation (1) 102:17
legs (1) 55:19
leisure (1) 131:25
lengths (1) 72:20
lengthy (3) 108:2
 113:11 137:14
less (7) 16:15,15 37:8
 38:15 132:16 167:11
 191:16
lessons (1) 23:25
let (11) 31:2,24 62:1
 64:11,12 89:12 101:21
 105:2 106:2 145:2
 199:23
lets (36) 24:4 44:18
 47:6 58:1 59:25 65:12
 66:4 67:6 69:10 72:13
 77:7 83:3 91:9 92:2,6
 93:19 98:1 103:7,13
 106:3 108:10,11 110:6
 122:23 125:15 131:16
 152:14 159:2,18,20
 165:11 172:15 191:23
 195:10 197:2 200:3
letter (21) 48:15 56:22
 57:24 58:2,7,14,22
 59:7 65:6 79:6 80:10
 85:14 90:3,8,20 102:4
 107:16 108:5,19,19
 184:20
letting (2) 133:9 172:5
levels (1) 32:10
lever (1) 31:10
liability (1) 95:3
liaising (1) 195:5
lift (1) 31:22
lifting (1) 31:17
light (1) 121:11
like (21) 2:20 5:22
 26:19 37:21 38:21,22
 45:10 54:11 56:1
 62:21 81:25 88:19
 113:24 114:14 138:17
 157:19 162:14 170:25
 172:15 184:6 200:22
likelihood (2) 119:14
 120:8
limit (5) 96:5,13
 102:9,13,20
limitation (3) 96:17,22
 102:18
limitations (3)
 117:14,15 169:13
limited (16) 5:7,14
 11:21 39:6 75:1 78:22

83:11 97:13 98:5
 105:5 107:2 108:1
 125:4,5,5,5
limits (1) 105:1
line (11) 5:22 29:4 35:1
 44:20 55:12 65:14
 72:21 124:1 151:1
 171:16 182:8
lines (5) 75:6 101:10
 107:11 116:23 188:14
lingering (2) 149:6
 151:15
lining (1) 129:20
linings (2) 128:23,25
liquidation (1) 26:8
list (9) 22:6 62:11
 66:7,22,24 67:3
 88:21,25 196:18
literature (5) 17:2
 18:13,16 54:21 55:3
little (26) 14:3,4,5,7
 35:1 38:14,15 40:16
 42:13 55:14 74:10
 77:6 84:7 86:17
 108:10 169:16
 171:20,24,25 178:9
 184:16,23 185:13,16
 187:11,12
live (3) 131:22
 133:10,10
lo1212spec001 (1)
 64:14
load (2) 137:15 139:2
loaded (2) 29:24 30:11
loads (1) 7:21
local (1) 75:12
logically (3) 119:16
 177:2,3
loi (12) 57:24 58:20
 59:11 78:15 93:7
 99:20 101:22,23,24
 102:6,6 169:4
london (6) 21:16 44:5
 131:22 134:5 157:11
 160:12
long (15) 6:24 20:23
 21:4 31:10 32:15 43:4
 51:2 83:4 88:21
 122:19 136:4,6
 143:8,24 158:5
longer (1) 31:11
look (121) 3:25 5:20
 25:18,20 38:21,23
 48:13 50:4 56:17 58:1
 59:11,21,23,25
 62:9,21 63:6 64:6,18
 65:5 66:4,20 67:6
 68:8,9,20
 69:10,12,20,25
 70:4,9,11 71:5,15
 72:13 75:21 76:15
 77:7 78:1 79:7
 81:14,24,25 83:3 84:7
 86:3 87:5,12 88:16
 91:9 92:7 93:19 94:5
 95:3,5 97:15 98:3
 99:6,9,17,25 100:12
 101:9 103:7,13,20
 104:3,10,17 106:3
 108:18 109:2,3,8,9,18
 110:4,6 111:18 114:14
 119:4 122:23 123:20
 125:11,15 127:10

131:16 133:21 138:20
 140:11 148:24 149:1
 152:14 153:24 157:24
 159:2,20 165:11 166:1
 168:3,22 169:15
 170:14 175:8
 179:17,20 182:7,12
 183:11 184:13 188:13
 189:14,17 193:7
 195:10 199:4 200:3
 201:9 203:2,3
looked (19) 16:9,10
 17:15 18:3 25:19
 29:18 65:9 70:6 76:20
 93:14,14 108:25 109:2
 112:22 118:25 146:10
 168:15 169:3 188:19
looking (45) 7:9 16:25
 29:20 32:6 36:15
 39:22 45:25 50:11
 54:6 60:21 64:25
 69:15 71:11 73:4
 75:24 76:23 79:15,23
 91:15 93:23 225 95:2
 100:4,21 101:25
 104:16 105:22
 106:1,21 108:3 110:21
 120:6 131:24 138:11
 140:10 152:10 157:17
 158:13 169:17 173:7
 174:13 177:15 198:9
 199:5 201:25
looks (9) 111:1 143:4
 157:18 170:25 181:21
 187:16 198:25 201:2,5
lot (13) 29:24 38:18
 53:15 58:11 133:13
 138:5 161:18,18 175:4
 185:13,17 186:7
 197:17
low (1) 89:15
lower (3) 74:10 163:17
 169:16
loyalty (1) 185:6
ltd (1) 200:8
lump (1) 57:1
lunch (1) 113:18

M

m2 (1) 103:24
machining (1) 111:24
maddison (1) 140:22
main (19) 27:24 40:22
 44:13 54:2 79:19
 81:14 91:1 94:22
 100:23 107:14 108:6
 121:23 122:1 125:4
 171:21 179:25 197:20
 198:20,24
maintaining (1) 185:5
major (1) 101:1
majority (1) 75:18
makeup (1) 156:9
making (4) 1:20 73:13
 104:23 190:17
manage (2) 182:20
 183:16
managed (1) 41:2
manager (26) 5:6 8:23
 10:6,12 13:10 16:9
 17:3,15,18,21 19:21
 28:14 34:17
 41:21,22,24,25,25

46:1 60:4,5 108:21
 128:8 130:25 138:22
 197:5
managers (1) 46:20
managing (1) 11:23
manner (1) 92:14
manufacturer (3)
 111:11 118:22 160:3
manufacturers (12)
 19:23 20:9 84:23
 117:23 119:2 133:13
 143:8 171:1 172:4
 183:12 186:20 187:14
manufacturing (4) 6:1
 12:12 60:15 170:18
many (11) 25:2,11
 36:2,8 41:16 70:18
 115:10 131:13 173:3
 190:17 202:22
march (6) 10:4 47:8
 64:13 179:20 182:15
 193:22
mark (79) 13:7,8,9
 19:20 26:3 28:8,14
 38:20 39:11
 42:7,16,24 43:4,9
 45:7,25 46:17 58:3,19
 110:8,11 111:4,15
 127:11 132:4
 133:22,25 134:12,15
 138:21,25 139:16
 146:11 152:4 155:17
 157:6,8 159:3,19
 160:16 161:24 162:25
 164:2,5,17
 170:15,19,23
 172:13,18,21
 174:11,22 179:20
 180:10,16 182:13
 184:15,20 186:1,4,11
 187:11,16 188:5,10,10
 191:25 194:14
 195:5,16 197:2,3,4,23
 198:17 199:20 200:22
 201:16
markism (4)
 171:5,6,9,10
marks (1) 175:6
martin (45)
 1:3,14,16,19,23 2:2
 30:5,8 54:8,14,23
 55:1,5,7,11,17
 56:1,8,11 69:22 78:16
 86:16,19 90:4 102:12
 103:4 113:13,16,21
 114:6,9 167:18,20,23
 168:2,9,12
 202:3,7,9,14,17,21
 203:1,5
mast (1) 141:13
match (1) 110:16
material (33) 10:13
 74:13,18 115:13 117:6
 123:17 141:19 142:14
 143:3 144:10,18
 145:5,16,23 146:24
 152:20 153:8 159:12
 168:25 172:9 173:6
 175:13,16,17,20,23
 176:2,2,7,11,12 177:7
 181:9
materials (60)
 4:17,17,18 8:4 10:21

25:13 34:10 35:12	merits (1) 15:4	molten (1) 75:13	names (1) 13:2	78:19 141:14 179:24	offices (5) 39:10,24	ours (1) 32:4
36:12,19 44:6,7 46:6,7	mermoz (1) 21:18	moment (11) 42:7 54:9	national (1) 130:25	180:7	60:3 79:10 90:15	ourselves (2) 119:1
47:18 51:5 72:21	met (11) 3:18 16:20	55:9,15 86:15,24 95:5	natural (3) 75:3 159:24	notes (1) 55:14	official (1) 76:17	171:25
74:11,16,23,25,25	60:24 129:9,14 138:22	144:15 163:21 167:16	160:6	nothing (3) 112:22	officially (1) 56:21	outer (1) 157:1
77:13,17,19 78:4,8	140:25 149:3 160:11	202:8	nature (2) 132:13 188:8	126:10 182:19	offtheself (1) 30:1	outlined (1) 74:15
82:9 83:25 87:17,23	189:3 195:24	money (1) 200:18	nbs (37) 49:23 50:1	notice (4) 50:5 79:12	often (5) 19:13 45:16	outset (1) 169:7
93:6,22 96:21 97:5	met000190632 (1)	month (3) 40:7 46:24	51:4,6 54:16 59:2	90:15 112:25	46:22 50:20 133:8	over (33) 5:24 7:7,11
102:19 103:25 105:24	175:11	47:2	63:11,13,21 64:1	noticed (1) 137:12	oh (2) 11:7 55:11	9:14 16:22,23
110:9 117:2 118:9,23	met00019987 (1) 3:4	months (5) 37:15,16	82:23 86:3 87:5 89:19	notified (1) 56:21	oju (2) 194:22 195:1	30:14,17 31:22 43:13
121:8 123:9 124:2,6	met00019988 (1) 3:2	131:13 150:1 151:22	94:17 96:7,15,16 97:4	notify (1) 94:11	okay (29) 2:1,19 26:9	45:18 59:18 74:21
129:7 139:21 144:20	metal (4) 19:22	moorebick (44)	101:13 102:4,9,16,18	nova (1) 159:13	27:12 37:16 38:9	100:13 102:25 105:12
145:5,9 148:17,21	75:4,8,13	1:3,14,16,19,23 2:2	103:7,11,14 105:7	novated (1) 37:21	40:19 42:22 51:4	113:12,23 114:21
172:6 177:9 184:18,21	metallcaufauxzinc (1)	30:5,8 54:8,14,23	108:14 112:14 121:9	novation (2) 37:22	67:17 79:1 92:23 98:7	132:18 139:9 141:15
189:10 190:15 193:17	159:13	55:1,5,7,11,17	150:2 166:9,10 169:14	38:17	105:18 113:20 127:21	152:4 155:18 157:14
mates (2) 170:25 171:3	metre (15)	56:1,8,11 78:16	174:20 184:25	november (8) 3:11	136:2,19 138:10	160:9 168:18 172:20
matter (9) 18:12 80:7	161:9,9,12,13,16,17,20	86:16,19 90:4 102:12	near (1) 196:7	10:25 172:19 174:23	144:15 147:11 148:20	175:2 186:19 194:23
82:19 85:10 107:19	164:7 178:5,7,23	103:4 113:13,16,21	nearly (1) 175:10	176:24 177:19	159:18 165:8 167:22	200:21 201:17
136:3 146:20 152:6	184:22 192:17,19,20	114:6,9 167:18,20,23	necessarily (4) 34:4	184:16,23	171:6 194:10	overclad (1) 131:24
159:1	metrage (1) 155:24	168:2,9,12	50:15 113:2 176:13	nudging (1) 197:14	202:13,16	overcladding (8) 53:16
matters (1) 84:20	metres (7) 7:11 8:18	202:3,7,9,14,17,21	necessary (5) 1:10,21	number (23) 3:5 4:25	old (5) 24:11 128:2,3	64:17 65:3 68:20
maxwell (4) 46:1,5,18	14:11 16:23 145:24	203:1,5	20:12 86:11 87:19	9:25 30:2 36:9 71:3	170:25 171:3	134:3,4 148:14 165:5
200:24	161:17 189:1	more (23) 31:5 35:15	nedzincssic (1) 157:17	98:5 107:4 110:11	oms (1) 169:2	override (1) 107:11
maybe (5) 38:14 46:24	metropolitan (1) 3:1	37:1,8 38:14 73:14,19	nedzink (7) 156:23,25	114:20 121:23,24	once (10) 25:18,21	overs (1) 164:8
67:17 116:5 127:4	mid2016 (1) 11:17	76:21 77:15 93:19	158:25 159:8,16 164:3	125:1,3 134:23 135:9	26:10 35:23 45:12	overseas (1) 23:18
mean (24) 19:9 29:11	middle (3) 109:13	132:16,18 136:16	176:6	139:12 160:11 175:1	46:24 47:2 73:24	oversee (1) 27:19
36:6 41:24,25 49:14	113:10 195:14	141:20,21 159:18	nedzinks (1) 158:13	181:3 183:21 194:5	126:25 185:7	overseeing (2) 28:19,24
65:9 86:2,21 90:19	midfebruary (1) 200:10	161:19 171:21 173:22	need (22) 1:24 7:10	196:5	oneoff (4) 7:6	owed (7) 68:16 69:7
95:11 118:18 131:13	might (14) 44:8 64:9	178:5 184:5 187:12	16:4 38:1 68:10,13	numbers (2) 106:6	70:16,17,19	80:25 81:1 94:1,8 95:8
153:13 157:21 169:24	113:11,13,15 142:4	202:15	77:14 79:4 97:2	175:11	ones (6) 33:23,23 58:12	own (3) 48:2 49:4
170:6 171:10,13	151:7,13 158:9 166:15	morning (14) 1:3,12	102:19 103:1 105:7	O	132:23 198:10 201:1	129:17
184:8,8 185:20 187:23	187:18 195:21 196:6	2:5,6 71:9 107:1	107:17 155:4 157:13	obligation (21) 66:11	ongoing (1) 198:1	oxygen (1) 72:17
197:1	202:6	131:20 140:25 157:10	158:4 159:9 161:19	68:15 82:17 83:21	opened (1) 10:4	
means (7) 1:20 14:17	mike (6) 28:3,4,9	172:23 195:25 198:2	162:19,20 163:4,21	84:5,14 85:3 88:9	opening (1) 29:23	P
78:23 170:12 181:5	108:20 172:21 181:19	202:19 203:8	needed (1) 158:10	92:24 93:3 94:1,1,8,8	operate (1) 102:1	package (20) 48:19
191:21 198:13	millett (28) 1:11,12	most (4) 7:9 143:10	needs (3) 76:20 92:21	95:8,8,17 96:17	operated (5) 51:20	56:22 62:12 108:19,24
meant (4) 14:19 92:23	2:3,5 32:14 54:8	160:6 192:6	96:25	100:5,7 105:5	96:5,13,17 102:9	110:1,2 112:5,7
96:22 171:4	55:8,9,13 56:12,13	mouthful (1) 88:7	neil (1) 189:16	obligations (11) 52:4	operating (1) 105:17	121:16
meantime (1) 189:25	78:16,19 86:21 90:4,8	move (1) 108:10	never (15) 57:4,7 80:16	69:7 80:25 85:13	operations (2) 5:15	122:6,8,14,18,21
measure (1) 141:9	103:6,7 113:10,15	moving (3) 55:16	99:6 115:4,25 116:7	87:1,20 92:8 96:5,13	19:19	130:2,9,10 168:23
measurement (1) 156:4	114:10,11 167:15,19	128:20 148:23	129:22 135:8 148:11	99:14 102:9	opinion (1) 137:21	169:14
measurements (1)	168:13 201:25 202:5,8	ms (2) 151:1 189:10	166:5 169:10 177:16	obliged (1) 68:3	opportunity (4) 1:8	packages (1) 11:23
156:7	millimetres (1) 161:15	msc (7) 8:24 9:19,20	179:10 188:17	87:1,20 92:8 96:5,13	71:21 81:4 134:8	packet (1) 157:13
mechanisms (1) 71:16	million (9) 42:13,14	11:2,7,10 27:6	newham (1) 196:7	99:14 102:9	opposed (8) 117:11	pad (2) 1:7,23
meet (4) 41:20,21,21	43:15,16 125:20	mscs (1) 26:17	newly (1) 127:18	obtain (1) 159:16	138:1 144:10 147:23	pages (1) 172:16
77:16	155:20 158:2,9,21	much (23) 1:16 2:2	next (14) 1:7,8 68:8	obviously (1) 160:6	157:1 160:19 179:7	paid (16) 40:7,11,14
meeting (46) 44:1,25	millionodd (1) 88:23	43:13,15 45:8 55:7	69:21 73:8 105:12	41:20	187:9	72:8 74:6
45:4,7,9 46:15 47:22	min (1) 110:13	86:20 103:5,8 113:24	109:16 157:12 193:14	occupied (1) 71:24	option (7) 141:18	119:13,17,20,25
134:9 138:17,24	mind (6) 22:10 31:16	114:9 134:4 157:9	198:9 200:21,24,24	occur (1) 176:10	142:21 143:3 146:23	120:7,21
139:4,5,16,17,20	142:6,7,16 155:6	161:6,6 168:3 169:4	202:1	occurred (2) 21:12	160:6 174:19,20	121:3,6,18,19 122:16
140:8,21 142:2,20	minds (2) 157:16,21	185:7,10,19 203:1,5,7	nine (2) 37:15,16	147:2	options (10) 109:7,10	paint (1) 160:19
144:9,18 145:3,22	mindset (1) 16:18	muirie (7) 191:20,22	nobody (3) 49:22 52:6	oclock (4) 113:18 114:2	125:7,10 139:12	painting (1) 110:19
146:7,15 147:3 148:24	mine (1) 97:23	192:1,11,18,22 193:24	184:4	202:18 203:8	144:18 145:5,5 174:10	panel (33) 15:1 20:9
149:4,12,15 150:6	mineral (5) 151:18	muiries (1) 193:8	nod (1) 2:16	oconor (2) 42:2,3	188:2	74:22 111:18,24,25
151:4 152:5,12,16	152:21,24 165:19	mulalley (2) 198:6,7	noncombustible (3)	october (13) 81:16	order (13) 20:13 36:11	115:9 117:10,13
153:19,21 154:12	166:22	mullaley (1) 125:4	74:16,24,25	87:15 158:23 159:20	49:24 77:16 85:12	132:12 137:5 141:21
155:13 157:7 158:23	mini (1) 75:7	multi (2) 67:9 68:24	noncompliance (1)	163:2,11 168:15	101:3 103:9 111:11	156:20,25 157:18
180:1 194:3	minute (3) 62:18 90:4	multinational (1) 17:7	119:16	169:5,11 170:15,18	118:23 123:13 162:5,6	158:13 159:14 160:2
195:12,15,23	125:11	multiple (2) 73:13	noncompliant (1)	176:24 177:19	193:6	161:8,12,13,17
meetings (18) 36:23	minutes (5) 146:20	173:19	112:23	odd (1) 149:19	ordinary (1) 177:24	162:13,14,15 164:13
41:9,10 43:22 44:11	163:7 167:23 202:3,6	multistorey (1) 72:6	none (3) 153:10 191:2	offer (6) 48:18 72:5	organisation (1) 19:16	165:13 166:3 174:9
45:16 46:11,13,17,22	mislead (1) 17:9	murden (1) 191:25	200:13	108:23 121:15	organisations (2) 5:16	176:16,25 178:17
47:1,1 93:15	misleading (1) 16:25	must (6) 45:22 59:14	nonetheless (2) 53:17	190:9,11	20:7	192:5
126:8,12,13 166:11,12	misread (1) 108:7	66:9,12 119:16 201:16	196:20	offered (3) 77:18	organises (1) 10:13	origin (1) 74:3
melbourne (1) 22:13	missed (2) 120:16	myself (1) 195:24	nonstandard (4)	141:20 178:7	origin (3) 72:19 98:9	99:19
melt (1) 75:13	126:10	N	160:21,22,22 161:2	offering (3) 109:13	99:19	originally (1) 185:4
member (6) 8:25	misunderstanding (1)		nor (3) 69:3 116:1 124:3	166:2 169:7	original (3) 72:19 98:9	osborne (4) 13:7,8,9,12
19:1,4,13,22 27:16	78:23	na (1) 60:12	normal (7) 44:10 80:19	offers (1) 109:7	99:19	osgood (1) 128:9
membership (1) 19:9	misunderstood (1)	name (7) 5:13 71:13	118:21 134:15 139:19	offhand (3) 132:24	others (8) 14:2 22:10	otherwise (1) 146:1
memory (3) 43:12 45:5	108:7	108:20 180:4,18 184:6	182:3 187:4	133:2 159:17	38:19 122:11 140:23	
70:15	mock (2) 110:10 168:25	194:23	normally (3) 37:5 38:11	office (12) 13:11	180:2 193:20 197:24	
mention (1) 176:4	mockup (1) 100:22	named (1) 54:20	80:9	25:15,18,24,25,25	otherwise (1) 146:1	
mentioned (3) 46:10	model (1) 157:12	namely (2) 13:24	north (4) 10:1,3,9,22	26:2,3,4 157:18		
143:15 151:8	modified (1) 90:13	145:24	note (6) 26:13 60:15	158:14 180:12		

162:11 164:3 174:15
 194:1,2
panes (2) 128:3,4
papers (1) 66:17
paragraph (71) 5:21
 9:22 10:24 12:5 13:21
 24:5 27:18 28:13
 29:10 35:22 36:25
 38:23 39:22
 41:5,11,13 43:18,19
 44:17 47:6 48:13
 56:17,19 71:2,3 72:13
 73:4,20,23 75:7
 77:9,11 78:2 90:10
 98:2 100:12 101:9
 108:22 110:5 114:15
 116:21,24 119:11
 121:14 122:23 123:25
 124:23 125:11,15
 127:12,22 130:21
 138:19 140:4 142:24
 146:10 149:1,2,5
 153:25 156:19 158:12
 159:5,21 160:5
 175:11,12 182:8,16
 187:25 188:14
paragraphs (2)
 141:10,25
parallel (1) 37:14
part (29) 6:13 16:3
 18:22 25:12 35:18
 48:22 49:9 50:3 54:24
 61:18 62:1,22 68:11
 102:4,14 103:2,14
 119:10 122:14
 125:8,19 128:13
 130:2,9,10,11 139:11
 142:10 200:5
particular (23) 8:6,13
 14:24 25:14 36:20
 40:19 43:13 53:10
 67:6 86:10 111:15
 118:3 123:4 135:25
 146:12 156:22 165:1
 166:23 174:5 179:7
 182:9 187:3 199:24
particularly (12) 53:16
 68:5 78:9 90:9 117:23
 144:13 163:1 164:20
 166:2 173:10 184:21
 200:17
partner (3) 200:8,12,16
partnership (1) 201:4
parts (1) 123:5
party (2) 83:14 154:7
pass (3) 34:3 54:2
 121:22
passage (1) 113:11
passed (4) 54:1 107:14
 131:1,21
passes (1) 170:19
past (2) 50:17 86:13
pause (14) 8:8 56:3
 80:8 85:19,25 86:15
 90:6,22,24 95:6 114:1
 120:14 168:4 203:6
pausing (1) 200:10
pay (1) 196:6
payment (1) 98:19
payroll (1) 40:3
pe (17) 15:1,9 161:3
 165:15 167:7 175:15
 177:11 178:1,14,14

179:4,7 185:22
 190:3,11 191:13,18
pedigree (1) 198:11
penultimate (1) 179:23
people (3) 26:19
 200:5,22
per (5) 103:24 156:4
 192:17,19,20
percentage (6) 40:18
 42:8,9 43:14 48:2
 135:13
perform (2) 99:13 111:9
performance (22) 4:16
 6:14 10:21 15:4 16:16
 24:2 25:13 34:10
 64:16 67:8 68:23
 74:11,13 78:4 84:1,10
 106:14 147:23 148:7
 153:5 178:18 191:12
performed (1) 99:13
perhaps (9) 58:19 78:20
 105:19 114:16 155:2
 163:5,21 191:12 201:2
period (12) 6:3 11:16
 15:22 21:22 26:16
 36:5 39:5 45:19,21
 48:4 60:15 75:19
person (1) 83:19
personal (2) 196:24
 197:1
personally (3) 8:23 28:7
 36:18
perspective (1) 123:15
persuade (1) 174:16
persuaded (1) 187:16
peter (1) 140:22
phase (1) 92:16
phillip (1) 140:21
photo (1) 160:14
photographs (1) 152:4
phrase (1) 160:17
physical (2) 12:11
 111:14
physically (2) 111:19
 129:2
pi (1) 169:2
picked (5) 68:5 89:9
 120:17 150:3 153:14
picture (6) 41:10,12
 71:8,17 165:18 181:7
pictures (4) 151:16,20
 152:2,8
pilkingtons (1) 26:20
pin (1) 35:15
pir (7) 15:24 18:23
 149:7,22,25 150:14,16
place (6) 76:16 93:5,17
 177:10 179:1 200:11
placed (2) 8:3 50:12
plan (1) 92:16
planners (2) 100:16
 101:1
planning (3) 84:20
 100:21 194:21
plastering (3) 127:11
 129:7,12
plasterings (2) 129:3,4
plate (2) 30:24,25
play (2) 103:1 177:9
please (74) 1:13 2:13
 3:12,25 12:6 24:6
 38:22,22,23 48:14
 55:21,24 56:2,4,18

58:2 60:1 62:11
 64:5,13 65:13 68:8
 69:14 71:6 73:20
 75:22 77:8 81:24,25
 87:13 88:19 90:9 98:1
 106:2 109:19,24
 113:19,21,25
 114:2,12,14 116:23
 119:9 121:11 122:24
 130:22 133:21 140:19
 148:25 154:1 156:18
 167:24,25 168:5,16
 172:17 179:17,21
 182:12 184:11 188:1
 189:14 191:24
 192:5,6,8 193:7,12
 200:19,24,25 202:21
 203:8
plenty (1) 187:14
plump (1) 178:14
plus (3) 165:13,18 195:1
pm (5) 114:3,5 168:6,8
 203:10
pointed (2) 141:6 185:7
points (1) 88:21
police (3) 3:1,18 175:9
polyethylene (5) 15:1
 18:21 23:3 175:14
 176:13
portal (1) 194:21
posed (1) 110:11
position (9) 31:23,23
 76:9 117:16 120:22
 148:15 181:25 187:9
 198:14
positioned (1) 148:22
positively (5) 94:15
 123:15 173:8,14,16
poss (1) 182:19
possible (8) 17:6 18:7
 85:17 152:18 159:11
 184:7,9 197:14
possibly (1) 184:3
post (1) 182:14
potential (13) 44:7 72:5
 73:12 77:18 125:3
 145:15 148:15 196:15
 197:14,15,20 198:21
 200:14
potentially (4) 77:12,19
 160:9 170:1
ppq (1) 196:19
ppq (2) 195:19 196:8
practice (8) 8:22 27:4
 80:7 82:13 84:22
 85:7,10 106:13
practices (1) 133:16
precise (2) 156:7,9
precontract (1) 59:22
prefer (1) 182:18
preference (17) 140:15
 142:6,10 146:12,14
 158:16 173:2,12,18,23
 174:3,5,14,24 175:7
 179:7 183:23
preferred (2) 173:24
 181:4
preliminaries (2) 103:17
 141:16
preliminary (5) 104:7,13
 109:24 112:9 139:20
premier (1) 13:24
premise (1) 49:18

preparation (1) 60:14
prepared (1) 63:13
preparing (1) 191:7
prepenultimate (1) 67:6
prescribed (1) 46:8
prescriptive (4) 82:22
 97:4 119:18 121:9
present (4) 144:18,20
 145:4,9
presentation (1) 180:4
presented (1) 201:3
presenting (2) 121:13
 122:12
press (1) 22:12
pressure (1) 198:15
presumably (2) 98:13
 197:8
presume (3) 144:12
 163:25 164:17
pretender (3) 181:8
 182:4 194:14
pretty (2) 43:15 79:15
prevent (3) 73:9 74:17
 78:6
previous (7) 13:22
 74:15 123:20 132:8
 135:19 149:5 200:2
previously (6) 16:15
 93:8 135:16 164:1
 171:7 183:22
price (26) 57:2 119:18
 122:1 155:17 156:1
 162:8,8,10,16,17
 163:14,16 171:24
 174:8 177:25
 178:3,4,9 187:1,12,24
 192:7,16,18,22 200:18
priced (4) 89:23 119:15
 120:9,23
prices (9) 41:1 109:14
 159:17 161:24 164:1,6
 172:13 181:4 186:25
pricing (3) 120:12 122:5
 159:16
primarily (2) 138:3
 186:1
principal (1) 199:1
principle (5) 60:17
 72:25 73:15 77:23
 78:12
principles (3) 6:15 7:24
 69:23
prior (15) 8:24 9:5
 14:13 45:7 60:5 88:5
 109:25 132:21 139:16
 147:2,22 148:6
 150:2,5 152:5
private (1) 14:7
privy (1) 188:7
probably (20) 19:5 25:6
 48:7,8 58:9,13 59:7
 81:22 113:9,10 132:18
 135:14 149:11 152:13
 161:14 167:16 168:18
 175:3 202:7,9
problem (2) 23:14 138:4
procedure (1) 88:4
procedures (1) 128:10
proceed (2) 81:7 100:21
proceeded (3) 52:1 81:8
 112:20
process (10) 72:18,18
 93:5,11,13 113:4

137:14 158:5 197:15
 198:1
processes (1) 128:10
procure (1) 193:17
procurement (6) 6:9,10
 89:3 109:5 126:6
 156:13
procuring (1) 155:21
produce (7) 49:3,15
 54:1 63:24 103:10
 110:16 111:13
produced (17) 17:7
 28:1 33:12 45:18,21
 48:23 49:6 50:5 52:3
 64:11,14 76:24 78:17
 104:22 175:18,20
 176:8
produces (1) 167:11
producing (3) 49:20
 110:1 191:16
product (62) 6:9,10,10
 10:16,16,17 14:20
 15:6 16:6,8,12 17:11
 18:16 25:19,21
 26:17,22 34:16 54:20
 86:4,25 87:6 88:10,13
 97:6 115:18,21 116:18
 117:3,24
 118:4,8,19,25 126:6
 137:9 138:14 144:25
 146:12 148:9 149:22
 150:9 156:23
 158:17,20,25
 159:16,24 163:22
 164:23 166:1
 167:2,8,11,12
 171:12,13 173:22
 174:5 177:15 178:17
 179:1
production (8) 49:6,20
 78:21,25 111:18
 112:2,6 169:1
productionisation (1)
 31:25
productionise (2) 12:18
 29:21
products (51) 7:10 8:4
 12:12 16:19,21 17:22
 25:16 32:4 34:19,23
 36:21 45:9 51:5
 52:18,23 53:1,19
 75:3,3 82:9 93:8,10
 94:16 97:3 102:16,23
 121:5 129:8 137:22
 139:6 145:17,19
 163:17 164:4 165:9,22
 166:3,7,15,19 167:5,9
 169:23 170:9 175:1,6
 182:24 183:5,13
 186:19 196:2
professional (4) 9:18
 26:15 83:18 95:13
professionals (1) 148:13
programme (4) 128:11
 139:7 194:3 196:3
programming (1) 10:14
progress (8) 36:11 38:5
 41:9 46:10,22 47:1
 179:18 198:20
progressing (2) 35:24
 195:19
project (119) 8:13 9:12
 11:13,23 14:13

15:12,19,22 17:3
 18:20 20:22 21:3
 25:14,22 33:2 37:20
 38:8 39:8 40:18
 41:13,17,21,22,24,24
 42:17 43:11,16,16
 44:1,2,12,12
 46:3,11,15,19,20
 47:2,18,24,25 48:3
 50:6 52:17 53:6 56:16
 57:13 61:5 63:25
 70:5,7,11,18 72:2 73:2
 75:16,19 78:11
 81:8,20 91:14
 95:17,20,23 100:20
 115:1,3,13,25
 117:20,24
 118:10,14,17 125:2
 130:24,24
 131:3,6,11,18
 133:9,10 134:8,20,23
 135:25 137:5,8
 138:13,13,24
 139:5,11,21 141:1,2,5
 147:21 148:5 175:22
 179:15,19 180:1
 181:16 183:24 185:7
 186:15 187:2,19
 188:17 189:5 190:8
 193:11 194:17 196:13
 197:14 201:21
projects (53) 5:17 10:1
 13:22 14:10 27:19
 28:19,21,24 29:2,6
 36:2,8,13 37:1,6 38:16
 43:23 46:16,20,23
 48:1,9 81:21 131:22
 132:15,21 133:8,13,16
 134:25 135:19 136:22
 147:2,4,8,12,22 148:6
 164:25 165:6 166:19
 173:4 180:14 181:2
 183:9,21 187:2
 190:4,8,16 197:7,17
 200:2
promised (2) 81:9 99:7
promoting (1) 163:1
prompted (5) 7:2 13:11
 39:16 70:11 151:14
prompts (1) 116:2
promulgated (1) 176:20
propagate (1) 73:25
propagation (2) 73:9,12
proper (2) 63:24 92:14
properly (3) 97:2 100:6
 130:18
proportion (1) 48:2
proposal (1) 139:1
proposals (7) 84:3,12
 88:1 101:2
 104:12,13,15
propose (1) 4:5
proposed (9) 36:13,19
 94:16 110:9 128:7
 132:1 134:3 156:24
 160:1
proposing (1) 176:11
proposition (4) 20:11
 110:24,25 148:12
propositions (1) 86:25
protect (1) 170:1
proteus (4) 139:13
 140:5 172:24 184:21

protocols (1) 27:15
prove (1) 109:25
provide (12) 26:14 27:3
 35:11 127:17 141:21
 158:20 167:1 169:7
 192:6 194:5 199:17,23
provided (19) 1:20 49:5
 54:16 63:14 72:24
 84:25 85:17 103:21
 105:11 149:12 150:5
 159:17 167:2,5
 180:6,20 181:14,24
 186:18
provides (1) 83:4
providing (3) 16:20
 125:9 193:10
provision (1) 79:16
provisional (1) 174:17
provisionally (1) 140:9
provisions (8)
 79:12,13,18 90:16,16
 93:20 104:20 108:2
publication (6)
 67:8,14,14 68:6 69:11
 76:14
publications (4) 22:20
 68:4,5 76:11
publicised (2) 23:18,19
published (2) 76:3
 176:20
purpose (1) 31:19
purposes (5) 43:20
 63:24 95:23 125:10
 136:18
pursue (1) 159:18
push (1) 31:22
pushed (2) 54:5 129:1
pushing (1) 173:10
puts (1) 162:22
putting (2) 107:24
 199:18

Q

q (771) 2:7,20
 3:9,16,19,21,24
 4:4,8,14,16,21,25
 5:3,7,9,11,13,16,20
 6:5,7,9,11,17,23
 7:2,5,12,14
 8:1,10,15,20
 9:4,7,9,14,17,21
 10:7,11,16,20,24
 11:5,7,11,15,21
 12:3,5,10,13,19,22
 13:1,3,6,13,15,18,20
 14:2,4,7,10,13,17,23
 15:3,11,14,16,21
 17:10,15,20,24
 18:2,6,10,16,19,25
 19:4,6,9,13,15,22,25
 20:2,4,7,11,16,20
 21:1,7,11,14,18,21,24
 22:4,6,10,15,20,22
 23:2,9,17,23,25
 24:4,11,13,15,20,23,25
 25:2,5,7,10,23
 26:6,9,22,25
 27:2,7,9,12,15,18,22
 28:3,5,10,12,17,23
 29:4,9 32:17,22,24
 33:1,4,6,9,11,15,19,23
 34:2,5,20
 35:2,8,10,13,15,21

36:2,5,11,15,18,22,25	133:2,5,8,20	query (3) 50:6,23	raised (4) 115:4,25	recollection (10) 38:4,7	regulatory (2) 48:12	190:17
37:5,8,10,16,19,25	134:15,19,23	149:14	117:2 188:17	59:4 71:10 142:1	77:10	representative (1) 36:23
38:9,15,19	135:3,7,9,13,15,21,24	question (53) 2:12	raising (1) 149:14	149:18 151:2 152:7	rek (14) 138:23,24	representing (3) 1:5
39:14,16,21	136:2,6,11,13,16,20	18:19 32:17 35:2 42:6	range (7) 44:7 45:10	155:7,16	139:24 152:11	111:3,3
40:3,5,8,11,13,16,19,21,24	137:4,7 138:10,16	51:2 57:10 59:6 69:25	47:17 77:16 145:17	recommend (2) 110:13	154:16,21 155:1,7	reprice (1) 120:18
41:4,15,19,24	139:19,24 140:3,15,19	78:24 80:19 84:13	178:17 201:19	144:25	170:17,19 172:18	reps (2) 133:14,15
42:2,4,6,11,16,19,22	141:5	85:2 87:3 94:3,7 95:4	rapid (1) 71:21	recommendation (1)	174:22 184:20 195:24	request (3) 83:19
43:1,6,8,10,18,25	142:6,10,13,17,20,24	96:10 99:23 105:2	rapidly (1) 72:22	23:12	reks (1) 153:24	136:9,10
44:5,9,17	143:2,13,17,20,23,25	109:17 116:3,15	rate (5) 73:12 155:24	recommendations (3)	relate (2) 79:14 90:17	requested (4) 125:7,13
45:3,12,16,23	144:2,5,9,15,22	122:14,25 123:1,20	164:7 184:22 187:4	66:13 68:23 84:23	related (5) 7:18 79:21	136:11 201:16
46:4,10,22,25	145:2,8,12,21	124:12 125:12 127:4	rated (9) 165:21 167:9	recommended (1)	89:20 101:12 104:9	require (1) 192:8
47:5,13,21	146:2,5,7,10,14,17,19	130:5 136:7 141:25	169:23,25	118:19	relates (1) 170:5	required (10) 25:12
48:2,6,10,18	147:2,7,11,17,19	145:2,8 148:2,23	170:5,6,9,12 177:23	reconcile (2) 121:20	relating (6) 7:16 15:24	61:23 63:20 82:6
49:2,8,14,22 50:25	148:2,12,20,23	149:9,19 150:18	rather (8) 29:25 58:2	122:15	26:23 84:20 87:1	85:22 89:16 94:10,11
51:10,12,14,19,25	149:17,20,25	151:2,19 152:15	86:5 87:8 91:15 97:24	record (5) 3:5 38:1 79:4	174:9	160:15 162:22
52:6,9,14,20,25	150:5,8,12,14,21,23	155:10 156:12 158:6	160:2 187:17	152:6 159:1	relation (19) 4:18 7:17	requirement (2) 48:20
53:4,13	152:2,7,10,14,19,23	162:25 163:8,23	rating (2) 10:20 15:10	recurring (3) 141:17	8:17 9:11 12:19 18:6	61:24
57:7,10,12,15,18,22	153:2,7,11,13,17,21,23	178:19 183:3,3 188:20	ratio (1) 113:1	142:25 146:22	22:7 25:13 42:17	requirements (42) 8:17
58:1,6,10,14,17,22	154:16,20,25	questioning (1) 55:12	ray (6) 1:13,15 149:9	red (1) 50:23	46:11 53:16 56:15	47:10 48:12 49:12,25
59:3,10,25 60:9,12	155:6,12,19	questions (17) 2:4,11	157:8 195:23 204:3	reduce (2) 54:11 110:17	70:15 83:16 92:25	51:8,17 52:4 53:20
61:1,4,12,15,17	156:4,6,11,16 157:3	4:9 38:20 48:21 53:11	reach (1) 134:16	reduced (2) 43:14	125:17 138:23 154:22	61:6,22 62:16,23 63:9
62:1,8,14,18	158:1,6,12,19,23	113:11 115:4,25	reached (1) 11:12	158:10	181:15	66:13,15 77:12
63:1,5,13,17,19,23	159:2,18 160:5,21,24	124:5,20 155:10	read (48) 3:5,16,17	ref (1) 189:19	relationship (15) 77:4	84:2,10,11,21,23 85:7
64:3,9,11,21,24	161:1,5,19,23	166:21 188:18 190:1	6:20,24 7:2,19,23	refer (5) 7:7 25:24	79:2 132:8,11,13	87:24,25 89:20 90:1
65:5,8,11,23,25	162:2,6,8,14,19,21,24	202:15 204:4	15:8,11,13,16,17,17	26:10 100:14 143:17	164:19,21 181:2	92:17,19 94:5,13,17
66:3,15,19	163:4,20	quick (4) 93:9 134:2	17:2 22:6 34:14 35:7,8	reference (23) 3:12	184:12 186:12 187:6,8	106:10,15,16,18
67:1,6,14,17,19,24	164:2,11,18,23	161:11 198:3	37:25 54:20	38:1 43:20 62:22 63:2	190:12 194:12 198:23	108:15 112:12 134:10
68:2,8,18 69:9,19	165:3,5,8,11,18,21,25	quickly (6) 45:18 77:8	58:8,12,14,20 59:7	71:6 85:6 101:8,11,24	relationships (1) 40:9	148:18 153:5 192:5
70:4,7,9,11,14,18,21	166:5,10,14,18,25	93:19,22 191:23	67:24 70:16,17,19	102:7 108:25 111:5	relative (3) 15:4 147:23	requires (1) 68:12
71:1,4,14,24	167:4,13 168:19	193:17	71:12,18 75:25 80:9	112:4 116:2 117:9	148:7	requiring (1) 74:5
72:1,4,8,13 73:4,19	169:10,12,15,20	quite (24) 6:21 10:5	90:21,25 93:24 103:17	141:14 149:4 157:20	relevant (18) 12:7	research (2) 10:3 138:9
74:10,21 75:11,18	170:6,9,13,23	29:24 31:10 45:18	108:8 115:14 123:1	170:7 180:5,19 186:13	49:11,25 51:7,17	reserved (1) 84:19
76:2,5,7,12,16,22	171:6,9,15,19	50:20 51:1 71:12 83:4	141:24 145:25 168:17	references (2) 73:19	60:19,24 84:21 85:7	residential (9) 5:18
77:2,7,23 78:1,15	172:3,8,15	93:22 98:25 99:2	176:19 177:5 189:8	155:2	94:18 102:17	13:23 20:24 21:5 22:1
79:2,4,18,25	173:11,18,23	113:11 137:13 138:7	196:10	referred (15) 11:3 64:21	123:3,5,23 124:14	53:17 127:19 160:12
80:3,7,13,18,23	174:2,5,8,12,19,22	151:17 152:19 172:25	reading (5) 7:6 70:10	65:6 69:23 70:24 71:2	128:9 136:17 179:9	165:5
81:3,7,11,13,20,24	175:8,24	177:14 183:3 184:7	90:23 108:8 187:20	76:18 79:21 84:2,11	reliable (1) 173:22	resistance (2) 7:22
82:20 83:3,23 84:7,16	176:1,7,10,16,19,22	185:17 191:23 194:19	ready (3) 56:8 114:6	98:10 102:7 148:6	reliant (2) 52:25 128:2	177:11
85:6,10,12,21 86:2,15	177:3,5,17,22,25	quotation (13) 48:15,16	168:9	153:15 163:23	relied (2) 53:17 144:17	resistant (4) 161:3
87:11 88:13,16,25	178:11,14,16,20,25	88:17,22 89:23 103:10	realise (1) 72:4	referring (3) 2:24	rely (4) 25:17 26:11	175:15 176:8,14
89:12,15,18,25 90:3	179:3,7,12,14,17	108:11 111:10 119:4,8	really (9) 47:21 51:19	160:16 171:1	118:21 145:14	respect (11) 26:15
91:2,7,9,20,22,25	180:10,14,17,23	121:13 122:12 127:17	59:4 64:24 147:11	refers (5) 56:23 68:10	relying (7) 61:21 62:4	response (6) 50:10
92:2,6,13,23	181:7,13,18,21	quotations (3) 27:23	173:13 195:6	72:14 77:10 158:14	117:22 144:23	149:13 159:6 185:2,3
93:4,13,19	182:3,6	125:1,6	197:16,19	refining (1) 101:12	145:4,7,9	193:14
94:3,10,15,20	183:3,10,15,20	quote (12) 47:13 48:14	reask (1) 51:2	reflection (1) 151:13	remained (3) 37:11	responsibilities (1)
95:2,11,16,19,23	184:1,11	100:18 122:13 125:13	reason (9) 7:2 15:7 20:7	refresh (1) 70:15	60:22 128:13	57:20
96:1,3,10,16,22	185:13,19,22,24	162:16 170:20 191:20	69:4 115:23 118:2	refurbish (1) 127:13	remains (1) 60:18	respects (3) 83:7,24
97:8,11,19,25	186:2,6,9,11,15,17,22,25	192:11 193:10,12,25	138:1 140:15 156:6	refurbishment (8) 36:7	remember (25) 13:1,2	96:18
98:8,13,20,22,24	187:5,13,16,22,25	quoted (4) 89:12,15	reasonable (4) 8:11	38:6 47:22 55:22 70:2	18:4 19:5,8,14	149:13 159:6 185:2,3
99:2,5,9,23 100:4,8,12	188:7,13,24	111:9 125:18	17:6 18:7 104:14	113:23 117:4 130:24	39:11,17 42:19,21	193:14
101:21 102:5	189:7,10,14 190:25	quotes (2) 164:2 172:9	reasonably (1) 81:22	refurbishments (1)	43:7,10 45:4 113:21	responsibilities (1)
103:13,17,20	191:4,7,9,20,23	quoting (3) 122:17	reasons (3) 114:20	135:10	136:3,8 146:11 153:21	57:20
104:3,20,25	192:13,15,24	162:8,10	151:13 174:1	regard (6) 26:20 54:24	154:21 156:22 185:15	responsibility (27) 49:9
105:8,10,13,16,19,25	193:1,4,7,24 194:7,10	<hr/>	recall (27) 7:4 36:8	86:9 148:21 155:11	188:21 199:16,19	54:15,24 59:1 83:15
106:23 107:6,10,22	195:9 196:15,17,20,23	<hr/>	39:13,15 70:13 127:16	171:13	202:21	95:12 96:20 97:4
108:10,17 109:12	197:2,8,10,12,21	<hr/>	133:7 139:18 142:3	regarding (3) 189:21	remit (1) 50:2	101:18 102:2,15,22
111:1,8	198:25	<hr/>	144:11 145:22	190:2 195:7	removed (2) 23:15	103:1 105:24 106:5
112:4,9,15,20,24	199:4,10,12,14,16,21	<hr/>	149:12,14 151:4,23	regardless (2) 72:20	128:2	107:2,12,21 108:1
113:4,7 115:8,20,23	200:3,14,20,24	<hr/>	152:13,15,17,23 153:1	127:2	remunerated (2) 42:23	114:12 115:15
116:5,11,15,20	201:6,8,14,18	<hr/>	154:4,11,14 158:22,24	regards (4) 181:9,10	43:2	116:12,17 118:7
117:8,12,19,22	q10a (1) 123:10	<hr/>	164:5 195:21	190:19 198:16	remuneration (3) 40:25	128:22 129:3 130:11
118:5,12,21	qs (1) 157:14	<hr/>	receive (2) 135:24	register (1) 71:13	42:7,16	responsible (15) 19:17
119:4,23,25	qualification (2) 11:18	<hr/>	151:21	registration (1) 98:5	repeat (5) 2:12 20:25	50:3 52:16
120:3,6,19 121:1,3,11	59:3	<hr/>	received (7) 49:15	regs (1) 107:18	35:3 87:4 148:3	60:4,18,22,22 83:7,24
122:3,12,23 123:20	qualifications (1) 9:18	<hr/>	60:16 112:9 113:1	regular (1) 19:10	replace (2) 125:13	96:8,23 100:10
124:12,19 125:15	qualified (4) 62:2 89:13	<hr/>	132:5 179:24 185:3	regularly (1) 13:16	137:19	107:6,9 122:8
126:3,8,13,20,23	95:20 100:6	<hr/>	recent (1) 7:9	regulations (24) 6:19	reply (1) 193:16	rest (1) 119:16
127:4,7,9	quality (2) 87:19 112:17	<hr/>	recently (3) 3:16,17	8:6,21 35:19 54:18	report (6) 112:17 139:3	restricted (1) 72:15
128:16,19,25	quantity (2) 157:12	<hr/>	184:5	61:1,7 62:5 66:16	179:18 189:19,23	resubmission (1) 60:14
129:6,11,16,22	193:5	<hr/>	recipients (2) 131:18	85:8,24 86:5 87:7	195:2	result (3) 6:21 74:1
130:1,4,10,19	quarter (1) 55:23	<hr/>	132:5	92:19,22,25 93:3 97:1	reported (3) 22:3	136:9
131:8,10,13,16	queries (3) 8:13,14	<hr/>	recognise (1) 199:8	106:17 123:4,5,23	23:10,14	resulting (1) 21:14
132:7,11,13,16,20,23,25	110:11	<hr/>	recognised (1) 61:19	124:15 148:1	reports (2) 189:20	resume (3) 113:18
		<hr/>				
		R				
		race (1) 31:14				
		raft (1) 52:21				
		rail (2) 30:13,15				
		rails (2) 29:21 162:11				
		rainscreen (31) 11:24				
		13:23 18:22 26:25				
		67:22 100:17 103:15				
		104:5 106:4				
		109:12,14,15 111:11				
		130:20 134:25 135:7				
		139:6 141:13 144:10				
		145:23 147:24 148:9				
		151:5 163:12,15,23				
		166:3 182:23 183:12				
		187:10,19				
		raise (4) 50:22 86:17				
		124:5 146:7	</			

202:18 203:8	room (2) 55:20 202:23	40:18 43:14 45:8	168:21	seemed (1) 140:8	99:13	114:6.9 167:18,20,23
retainer (1) 40:14	roubaix (1) 21:18	130:25 133:14 179:18	sea00003497 (1) 152:10	seems (4) 131:18	sheet (3) 161:10,13	168:2,9,12
retardant (4) 15:5,6	rough (1) 105:21	salesperson (1) 134:16	sea00003516 (1) 152:14	164:15 181:7,10	162:22	202:3,7,9,14,17,21
161:3 176:14	roughly (7) 6:24 18:4	salford (1) 4:12	sea00007603 (1) 133:21	seen (27) 15:19 33:7	sheets (2) 134:8,23	203:1,5
return (1) 125:22	42:13 47:2 48:2	same (28) 15:20 36:9	sea00011490 (1) 109:18	41:5,7 64:20 66:25	shingles (1) 131:25	sit (5) 1:16 30:21 80:3
returned (1) 88:2	135:13 186:9	43:15 62:22 63:1	sea00014273114 (1)	67:1 76:1,2 78:13	shocked (3) 190:24,25	128:21 129:1
reveals (6) 125:8,17	round (6) 50:14,21	67:18,19 80:25 84:13	148:25	89:6,19 99:22 106:25	191:4	site (17) 10:14 30:21
126:1,5,17 130:8	133:15 146:3 151:9	85:2 91:1 94:3 95:4	sea0001427830 (1)	107:12 113:5 116:6	shop (1) 13:10	35:23 36:15,23 37:6
reverse (1) 31:7	161:15	101:14 132:16 138:4	153:25	118:14 119:8 134:24	short (9) 55:18 56:6	38:12 41:9,17 53:9
review (14) 28:2,6,7,8	route (5) 72:5 173:17	140:20 152:14 156:25	sea00014431 (1) 164:24	169:6 176:23 180:24	70:23 93:24 114:4	60:4,5 127:7,7 128:8
32:24 34:12,13 35:18	178:24 182:21 190:5	167:1,8 170:23 176:5	sea0001443132 (1)	181:20 188:9 191:8,15	136:7 167:17,20 168:7	160:14 169:2
46:15 48:25 55:13	routed (1) 117:14	177:23 178:18 187:24	165:11	selected (1) 122:10	shorten (1) 113:12	sits (2) 2:14 31:23
80:3 96:11 103:11	routinely (3) 33:6,8	194:6 195:14	sea0002275 (1) 168:16	selection (12) 6:10	shortly (1) 153:21	situation (1) 50:12
reviewed (11) 29:11	97:6	sample (3) 141:8	second (18) 3:10 17:8	10:16,17 78:7 83:25	should (16) 2:15 18:9	six (2) 151:22 171:23
33:1,10 34:7 35:16	rowland (2) 194:14	157:18 158:14	44:20 65:14,14 67:14	97:3 134:7 171:12,13	23:6,13 31:8 33:10	size (5) 57:13 111:24
44:20 50:1 103:11	195:16	samples (2) 159:7	68:25 69:11,13 108:22	172:6 174:15 184:18	42:6 58:3 68:22 72:8	117:14 156:2 162:22
115:3,24 188:16	roy (1) 189:16	168:24	121:14 137:12 154:2	selfish (2) 173:2 174:23	73:9 94:21 114:16	sizes (4) 106:5,6
reviewing (5) 28:25	rs5000 (3) 18:12 86:23	sandbergs (2) 137:16	156:18 158:12 159:21	sell (1) 162:13	160:22 163:5 194:7	107:3,4
30:1 34:4 41:8 48:23	189:12	138:12	163:11 170:16	seller (1) 118:22	show (14) 2:21 5:22	sketched (1) 12:14
revised (3) 16:3 88:2	run (3) 30:18 138:1	sarah (2) 69:21 75:22	secretary (1) 97:23	selling (1) 53:5	13:21 32:19 44:17	skill (3) 82:6 100:5
136:23	197:18	sat (1) 45:22	section (12) 62:15,22	sells (2) 162:14,15	64:12 78:3 111:20	102:24
revisedupdated (1) 60:2	running (3) 37:7,14	satisfaction (1) 84:1	63:8 65:12 66:4,20	semiofficial (1) 76:18	152:2,11 154:6 163:4	skills (1) 201:20
revising (1) 158:4	48:9	satisfactory (1) 112:18	68:9,18 74:15 101:14	send (2) 170:20 201:12	164:23 180:3	slide (3) 180:3,5,19
revision (1) 60:5	ryd00000001 (1) 81:15	satisfied (2) 52:3 55:1	106:16,19	sending (4) 111:15	showed (2) 105:10,13	sliding (4) 42:10
revisions (2) 33:21,22	ryd00000001179 (1)	satisfy (6) 54:17 102:15	secure (1) 41:2	172:9 188:10,11	showing (4) 3:7 17:4	43:6,11,17
revisit (1) 78:24	63:6	106:13 118:24 119:1	see (157) 1:6 4:1 5:13	sends (1) 170:23	152:7,15	slightly (6) 55:16
reynobond (92) 15:9	ryd0000000119 (1)	130:12	6:11 11:7,15 12:7,19	sender (3) 151:11	shown (13) 3:3 100:22	116:15 124:20 167:11
82:23 100:22 109:7,13	81:24	save (1) 90:12	13:13 17:20,24	171:15,19	101:7 105:4 110:3,21	188:20 191:16
110:17 111:3,16,23	ryd000000012 (1) 62:21	saving (1) 160:8	18:2,10 23:17 25:10	sent (22) 17:4 28:2	140:5 151:15 157:5	slipped (1) 33:7
114:19 115:2,12	ryd0000000122 (1) 83:3	saw (10) 18:13	29:2 33:11,20,22,24	29:18 34:17 40:7 45:6	158:12 191:24 198:10	slope (1) 30:17
116:18 117:23	ryd0000000123 (1) 84:8	33:12,17,23 60:7	34:1,2 35:24 37:3,8	57:24 58:3 93:16	201:1	sloped (2) 31:2,9
118:3,5,6 119:1,6	ryd00001228 (1) 194:13	65:18 121:14 167:13	38:1 40:8,16,24 45:23	111:23 131:17	shows (2) 42:22 191:15	slots (1) 30:19
124:16 130:20 135:18	ryd00001398 (1) 195:11	168:17 175:19	47:11 51:14,16	136:3,13 137:1,2,22	side (10) 28:15,20	slow (1) 194:2
136:10 137:1	ryd00003913 (1) 182:12	saying (13) 52:25 54:23	58:4,23 59:13,18	138:24 152:4 155:17	32:8,9 126:19 133:18	small (4) 110:15 134:7
138:1,3,6,9,15	ryd0009423564 (1)	76:13 86:20 92:3	60:13 62:12,15,23	164:7 188:21 201:17	161:10 172:17,17	157:18 190:6
159:13,24 160:1	87:13	102:5 116:5,9,16	63:10,11 64:5,7,14	sentence (3) 39:22	181:22	smaller (1) 31:12
162:14	ryd09 (93) 41:22 42:13	120:11,15 146:17,21	65:11,12 66:6	65:15 154:3	sides (1) 161:15	smoke (2) 167:12
163:1,12,15,17,20,22,24	48:16 57:1,5,8,24	scale (5) 42:10,19	68:10,12,19,20 69:20	sentences (1) 110:6	sig (3) 170:18,20 172:12	191:16
164:15,19 166:21	61:13,19 62:3,4,20	43:6,11,17	71:7,16 73:22	separate (1) 166:1	sign (3) 98:18 99:5	smooth (2) 37:8 38:15
167:1,5,6,7,7,12	63:3,7,20 66:11 68:16	scenario (1) 74:14	74:11,22 75:9 77:9,21	september (14) 1:1	100:3	smoothly (1) 37:7
175:13,16,17,23	69:7 79:19 81:1,1,4,9	schedule (3) 62:10,12	79:11 83:10 87:16	37:12,16,19,19 44:3	signature (2) 4:2 99:24	social (2) 14:7,9
176:1,17,25	82:3,17 83:5,21	88:4	88:20,23,25 89:4	47:23 138:18,21 149:4	signatures (1) 97:22	sold (1) 83:2
177:8,19,20,24 178:16	84:5,14 85:4,14,21	schedules (3) 89:2	92:2,6,6,11 96:3,10	150:1 175:10 195:11	signed (15) 10:25 25:22	solely (1) 107:8
182:10,18,25	87:14 88:11,14,17	109:4 169:1	97:12,16,17,19	203:12	34:18 56:25 57:8	solution (5) 119:15
183:13,17,20,23	89:9 94:1,8,11 95:9	scheme (4) 133:23	98:4,10 100:18	sequence (2) 128:7	58:6,14 81:16 98:13	120:9,12,23 143:10
184:12	96:4,12 97:13 98:9,22	134:3 154:23 180:4	103:15,18,20 104:1	151:10	99:16 100:7 101:17	solutions (1) 77:18
185:3,8,10,16,19,20,25	99:19 100:2,15 108:20	schuenco (2) 26:20	105:1,8,9,15 108:8	series (2) 59:16 138:25	108:20 138:15 177:12	somebody (3) 51:21
186:2,14,19	120:13,21 121:13	133:17	109:9,12,16 113:3	serious (1) 94:23	significant (6) 5:24 6:5	86:7 87:9
187:7,9,12,17,23	125:6,20,22 127:16	scope (9) 57:1,22,23	114:24 115:6 116:3,20	seriously (2) 157:17	74:2,3 117:1 135:9	somehow (1) 116:8
190:2,6,10,14,15	129:6,12 130:3,7	59:5 110:23 122:7	117:22 119:12 120:6	158:13	significantly (1) 73:7	someone (2) 9:2 10:12
192:17 193:16,22	136:10,11 179:25	124:21 138:25 168:14	122:12 129:23 137:4	serrated (4) 30:24,25	similar (6) 26:7 132:12	something (27) 6:14
reynobonds (2) 182:24	180:20,22,24	scotland (1) 71:7	140:3,19 141:3 145:12	31:13,13	137:9 141:6 152:11	22:13 50:18 53:22
183:6	181:1,10,14,21	screen (7) 2:22 3:4,13	146:2 149:5 150:8,21	service (1) 73:4	166:20	54:11 69:16 72:1,25
rfi (2) 50:5,6	182:14,15 194:12,15	9:24 44:18 163:13	151:18 152:20 153:17	services (6) 53:5 61:20	similarities (1) 196:5	76:20 77:23 89:13
riba (1) 49:17	195:6 196:12,20,24	170:2	155:12 156:4 159:23	62:3,4 73:9 169:8	similarly (2) 94:3 128:16	90:20 91:16 97:5
righthand (1) 95:2	198:13,19,24	screens (2) 170:5,12	160:24	session (1) 196:1	simon (13) 41:23 42:2,3	111:20,22 119:2
rigid (5) 16:1 149:10	199:1,17,25	scroll (2) 78:17 105:7	163:10,11,18,22	set (18) 11:21,25 30:10	100:18 109:20,23	120:15,17 130:3,17
151:7,24 152:24	200:6,9,11,14	sd (5) 127:11	165:12,14,15 167:15	37:10 43:1 59:2 82:22	112:4 170:17 179:24	137:9,19 143:15
ring (1) 50:15	201:3,3,9,18	129:3,4,7,12	168:20 169:17	83:6 88:1,4 92:24	182:13 197:23	150:15 194:7 196:17
rise (1) 160:12	rydons (9) 56:21 98:21	sdp000001963 (1)	170:16,19,21	106:11 109:25 121:9	198:2,14	sometimes (2) 2:16
risk (5) 69:2 71:24 74:2	107:16 108:4 128:8,11	127:12	172:4,19,22 173:11	132:2 155:15 169:13	simple (1) 80:24	170:3
75:15 119:16	138:11 200:12 201:16	sdp000001966 (1)	179:1,18 180:7 182:16	200:20	simultaneously (1)	somewhere (3) 42:24
risks (3) 14:25 15:24		127:24	184:18 187:5,13	sets (4) 65:1 66:5 69:22	73:13	157:23 176:5
18:21	S	sdpl (4) 127:17,25	191:4,23 195:4,13	127:21	since (3) 4:21 15:20	son (2) 24:9 192:2
rob (3) 46:1,18 200:24		128:2,10	196:10 197:2 198:25	setting (1) 57:19	16:13	sort (10) 26:21 31:20
rockpanel (2) 135:7,8	safe (8) 34:19 61:8	sea0000016964 (1)	199:7,12 200:4,20,21	settled (1) 164:16		38:18 45:8 112:2
rockwool (1) 16:14	118:24 119:1 124:3,4	103:13	201:1	several (3) 139:5	single (1) 50:19	115:15 116:11 136:4
role (6) 9:1,9 27:19	129:19 130:11	sea0000016968 (1)	seeing (1) 203:2	151:15 196:1	sir (44) 1:3,14,16,19,23	142:4 170:3
41:6 77:4 103:3	safety (8) 34:20	104:3	seek (6) 53:23 61:10,24	shake (1) 2:16	2:2 30:5,8 54:8,14,23	sorts (1) 162:12
roles (1) 26:16	123:6,8,14,16 130:15	sea0000016969 (1)	72:17 152:7 201:18	shall (15) 30:4 65:16	55:1,5,7,11,17	sought (1) 135:16
rolling (1) 101:5	135:18 142:17	105:25	seeking (3) 50:7 173:13	69:2,3 82:4,5,7	56:1,8,11 78:16	sounds (2) 8:10 9:9
roofing (1) 19:23	sale (1) 40:19	sea00002275 (1) 163:6	174:16	83:6,15 84:17	86:16,19 90:4 102:12	soures (29) 131:2 132:2
roofs (1) 20:10	sales (12) 17:3 18:13	sea000022752 (1)	seem (1) 142:4	87:18,22 92:10,13	103:4 113:13,16,21	133:22 138:22 140:19

146:19 148:24 149:14
 150:23 151:1,23
 152:2,11 154:25
 155:7,18 157:6,20,22
 158:3 159:3,5,19
 164:4 184:1,9,15,19
 195:24
source (2) 75:12 162:2
sourced (1) 154:4
south (1) 21:15
spandrel (1) 163:15
spate (2) 21:21 23:17
speak (2) 147:16 157:22
spec (1) 64:7
special (2) 16:18 160:19
specialist (20) 8:3
 20:12,16 23:5 44:10
 52:15 53:5,11,13,15
 62:4 83:18 85:15
 94:21 100:6 134:13,19
 144:5 145:15 148:15
specialists (5)
 61:11,12,13 141:5
 144:24
speciality (1) 4:14
specific (16) 7:2 8:16
 36:19 54:4,11
 66:21,22 70:11 82:1
 89:8 117:9,19 143:19
 145:21 146:2 152:17
specifically (19) 10:8
 16:22 29:6,12,18
 35:20 36:16,17 41:4
 46:14 56:16 60:12
 70:1,24 71:1,1 86:23
 93:10 134:5
specification (47) 49:23
 50:1 51:4,6 54:16 59:2
 62:15,23 63:13,21
 64:1,11,16 65:2 69:24
 82:23 84:10 85:16,22
 86:3 87:5 89:19 94:17
 96:7,15,16 101:14
 102:4,9,16,18
 103:7,11,14 104:7
 105:7 108:14 112:14
 150:2 166:9,10 169:14
 170:4 174:17 184:25
 190:10,14
specifications (6) 54:19
 60:16 62:14 84:1 88:2
 119:19
specified (14) 25:13
 87:23,25 102:16
 103:22 106:13,15,18
 144:12 149:21,22,25
 150:15,19
specify (1) 82:7
specifying (2) 18:21
 139:3
speed (1) 55:14
spent (2) 29:24 48:3
spoke (5) 34:16 99:21
 194:4 196:4 198:7
spoken (1) 184:9
spots (1) 94:24
spotted (1) 94:25
spread (8) 22:25
 71:16,22 72:6,9,22
 73:7 74:7
spreading (2) 74:18
 78:7
spreadsheet (3) 137:23

159:22 168:15
square (15) 155:23
 161:9,9,12,13,16,20,20
 164:7 178:5,7 184:22
 192:17,19,20
squeeze (1) 187:11
sscm (1) 175:16
staff (4) 26:22 27:3
 29:7 58:18
stage (44) 11:12 12:25
 26:5 34:23,24 45:3
 46:7 49:17 69:2 121:7
 124:5 125:18 131:10
 137:16 138:9 140:16
 141:15 142:6,13,15
 146:13 147:10
 148:13,19,20 149:24
 150:10 153:9 155:15
 158:3 160:2 163:2
 164:5 172:6,10 173:9
 174:23 178:2 181:8,16
 190:11 193:21 195:6
 196:12
stainless (1) 175:16
stand (1) 179:2
standard (23) 7:18,19
 16:13 29:25 31:5,6
 67:12 68:6 82:6,14
 92:24 95:12 106:9,9
 160:7,12,17,18,18,18
 161:2 167:11,12
standards (12)
 66:5,7,7,21,22
 67:3,3,22 82:12 84:22
 94:18 112:18
stapley (9) 19:20 26:3
 45:25 46:5,17 58:19
 191:25 192:11 200:22
stapleys (1) 201:14
start (14) 2:7 4:9 33:17
 49:19 69:14 101:3,5,6
 112:15 114:16 130:21
 158:5 194:12 197:3
started (4) 5:5 24:20
 137:8 193:21
starting (6) 69:13 70:4
 121:6 159:25 179:20
 202:4
starts (1) 114:15
statement (55) 2:25
 3:7,10,14,17,19 4:1
 5:20,21 9:23 10:24
 11:1 12:5 13:22 24:6
 27:18 38:21 41:5
 43:18,21 44:17 47:6
 48:13 56:18 72:25
 99:3 100:12 102:3
 108:25 110:4 111:1
 114:13 116:22 122:23
 124:23 127:10,12,22
 130:21 138:19
 143:9,11,11 148:25
 153:24 154:2 175:9
 179:10 182:6,11
 183:21 187:25 188:14
 191:7 196:11
statements (4) 2:20
 3:16,21 4:4
states (1) 96:7
statutory (21) 49:12,25
 51:8,17 52:4,7
 53:19,21 61:21,24
 66:15 84:21,21 85:6

92:16,18 94:5,12,18
 112:18 148:18
stays (1) 102:24
steel (1) 175:16
steelwork (2) 106:8
 107:5
steps (5) 58:18
 120:19,20 129:11
 166:1
steve (15) 41:23 98:23
 136:12 137:4,20,22,25
 195:16,18
 197:2,3,5,7,8,24
stick (3) 30:21 164:19
 182:18
still (7) 9:23 39:25
 114:11 124:21 172:10
 184:23 186:3
stock (2) 161:13 178:10
stone (1) 75:3
stood (1) 112:22
stop (5) 50:25 113:14
 136:16 202:18 203:7
stopped (1) 52:17
stopping (1) 106:16
storey (3) 67:9 68:24
 73:8
storeys (2) 31:18 73:13
story (2) 136:4,6
strategy (5) 34:25
 113:7 139:16 155:2,8
streamlining (1) 128:9
strength (3) 30:17
 75:11 187:6
stretch (1) 55:19
strike (1) 108:5
string (1) 170:23
strip (2) 110:16,19
strong (2) 196:5 198:14
strongly (1) 171:16
struck (1) 149:19
structural (3) 9:19
 64:15 106:10
structure (4) 29:23
 30:9,9 130:13
stu (1) 192:3
stuart (1) 191:25
studied (1) 138:7
studio (63) 33:1 44:1
 45:1,5 47:23 48:24
 49:4,16,23 51:16,23
 52:2,12 63:14 109:21
 111:5 112:10,16
 119:25 120:3,20
 121:22 131:2
 138:23,25 139:1,24
 140:12 142:10,22
 144:17,20 145:4,9,14
 152:15 153:2,7,25
 154:4,9 155:11 157:6
 158:24 164:13 166:6
 169:7 170:25
 171:3,6,11 172:5
 173:15,24 174:16
 175:3 177:18 181:10
 184:16 188:3,12 189:4
 195:24
study (4) 4:14 6:18 7:15
 27:23
stuff (5) 16:14 38:18
 82:18,21 176:5
subbudgets (1) 89:9
subcontract (25) 12:10

13:4 63:2,20 64:22
 79:16,20 80:14,21
 90:11,25 91:3,4,10,11
 92:14,15 93:20 98:10
 99:15 101:17,19,20
 108:6 171:17
subcontracted (2) 12:7
 130:7
subcontractor (28)
 44:11,16 52:15
 53:6,15 56:22 59:22
 60:12,18 61:20 62:4
 65:20 92:9,10,13
 94:21 97:15 98:3,8
 99:11 121:25 126:9
 134:13,20 144:6
 180:25 181:23 201:22
subcontractors (8)
 38:25 39:4 60:3 83:18
 121:24 145:15 171:23
 181:3
subject (7) 84:17 93:7
 114:11 129:22 131:18
 184:14 189:18
subjected (1) 74:14
submit (2) 103:23 104:8
submitted (2) 125:1,3
subsequent (2) 22:12
 66:16
subsequently (3) 83:1
 136:21 183:8
substitute (1) 88:13
substitution (1) 87:22
substitutions (1) 88:10
subsubclauses (1) 82:10
subtly (1) 112:3
subtopic (2) 55:10,16
suddenly (1) 200:17
sufficiently (1) 61:6
suggest (3) 98:24
 164:12 183:11
suggested (5) 16:9
 98:18,20 102:2 184:1
suggesting (2) 115:14
 116:11
suggestion (1) 107:22
suit (2) 106:7 107:4
suitability (2) 122:9
 153:3
suitable (14) 16:22
 102:17 117:24 119:15
 120:9,13,23 137:24
 144:19,21 145:6,23
 166:16 173:9
suite (1) 80:4
suited (1) 134:21
suits (1) 167:18
sum (3) 56:24 57:1
 169:2
summarising (1) 165:15
summary (2) 14:18
 88:20
summation (1) 181:25
summer (4) 24:16 69:19
 111:6 169:4
super (1) 141:7
superduper (1) 16:19
supplied (11) 65:7,8,16
 115:13 132:15,18
 176:25 177:20 182:24
 183:5 199:20
supplier (4) 164:9,21
 166:2 174:6

suppliers (7) 10:13 41:2
 133:13 172:12,12
 187:10 194:5
supply (26) 48:18 49:10
 52:16 53:25 64:16
 65:25 82:18,20 103:23
 108:23 115:10 121:15
 122:5 132:16 162:4
 164:22 173:19,19,22
 187:19 190:2,3,5
 200:8,12,15
supplying (4) 102:20
 115:18 190:6 193:21
support (5) 29:21 72:17
 125:3 190:14,18
supported (1) 151:11
supporting (2) 106:8
 107:5
suppose (2) 23:2 166:5
supposed (1) 201:20
sure (30) 43:9 53:1
 58:18 64:20 65:7,8
 71:11 76:10 80:4 86:3
 87:6,6 92:1 93:16
 105:9 110:19 111:23
 136:6,25 145:7 149:9
 152:9 157:22 159:17
 163:3 165:1 182:20
 190:13 200:25 201:12
surely (1) 107:6
surface (1) 17:1
surprise (3) 179:12
 192:24 193:1
surprised (3) 77:6
 199:19 200:1
surrounds (3) 127:14,18
 129:18
survey (2) 89:2 109:4
surveying (1) 201:10
surveys (1) 169:2
suspect (2) 194:9
 201:16
sustain (1) 14:21
sustainable (1) 77:15
sustained (1) 75:14
swapping (1) 137:14
switch (1) 55:10
switching (1) 119:4
system (37) 18:22 23:15
 26:25 61:8 65:3 68:22
 69:2 72:11,16,23
 73:6,11,25 74:2,8
 75:11 76:16 96:6,14
 103:24 104:5 105:16
 110:24 111:13 112:2,7
 115:16,17 116:12
 117:11 118:23 123:18
 130:12 148:17 155:25
 168:24 189:11
systems (11) 26:19
 64:17 71:21 72:5
 74:16 77:10,17 78:7
 130:25 131:6 154:5
systemspecific (1)
 73:21

takes (2) 12:16 200:25
taking (14) 29:25 32:1
 82:16 83:20 84:4,14
 85:3 86:6 87:8 95:11
 96:24 102:25 104:23
 122:20
talk (10) 46:15 53:24
 112:1 113:21 133:16
 134:9 167:6 184:4,4,7
talked (5) 22:12 167:7
 175:2,6 177:16
talking (25) 29:17 31:25
 32:12 54:4 117:9
 118:15 133:11,12
 143:7,13,16,19,24
 144:5 146:1 160:24
 166:12 167:24
 172:11,13 185:4 191:1
 196:1 197:13,19
talks (1) 197:2
team (5) 23:6 61:5
 189:24 200:6 201:10
technical (19) 7:18
 8:12,23 10:19 13:11
 16:9 17:3,15,18,21,22
 19:10,21 34:17 93:14
 119:11 177:10 189:24
 190:14
technology (2) 19:2
 67:21
telephone (1) 192:4
telling (16) 8:10 23:20
 53:14 104:21 117:25
 144:17 145:15 146:5
 173:24 174:25 177:17
 180:21 181:22 191:2
 200:14,17
tells (1) 173:14
ten (3) 7:1 72:19 188:14
tender (22) 44:13 49:24
 63:14,25 103:21
 105:11 119:10,10
 131:14 139:22
 171:16,22 182:15
 197:15,25 198:5,8
 199:4,5,12,18 201:11
tenderer (1) 122:1
tendering (1) 121:23
tenders (1) 125:3
term (3) 16:24,25 167:6
terminal (4) 10:1,3,9,22
terms (34) 15:4 18:19
 20:18,19 25:15 36:3
 38:3 40:8 47:15 73:15
 80:20,24 87:3 90:13
 92:24 97:3 101:22
 103:8 104:21 105:21
 108:13,16,17 110:12
 117:12,16 123:8
 128:12 133:17 144:16
 155:13 166:25 186:25
 187:21
tested (5) 4:18
 18:14,15 173:3,12
testing (1) 7:21
tests (6) 17:6 18:8,8,11
 191:17,19
text (1) 71:17
thank (34) 1:14,16
 2:1,2 3:9,13,24 4:8
 55:7 56:11,13 86:20
 87:11 97:25 103:4
 113:24 114:2,2,9

136:13 138:10 147:19
 157:9 167:19
 168:3,5,12,13 202:10
 203:1,4,5,7,9
thanking (1) 2:7
thanks (1) 190:17
thats (90) 1:7 3:14 15:6
 16:8,11 19:7 28:17
 30:9 31:9 32:5,12
 43:17 48:16 50:4 52:8
 53:24 55:4,6 56:18
 58:23 64:12 67:13
 69:1,11 76:20 79:15
 80:11 82:3 86:13 88:7
 97:1,1,3,11,23 102:7
 106:21 108:7,9 114:21
 116:15 118:18,18
 120:17 121:22
 122:21,21 124:21
 127:11,23 129:25
 132:6 138:8,8 142:25
 144:2,3 145:2 150:22
 151:20 152:5
 154:17,18,19
 155:3,4,25 161:9
 163:4,6,22 164:23
 171:5 173:16 177:7
 178:6,19 179:1 182:11
 183:13 184:3,5 187:4
 191:2 193:22 194:9
 196:19 199:3
 202:17,25
themselves (7) 23:16
 52:3 95:14 118:9
 126:17 128:13 129:7
thereafter (3) 33:17
 39:4 190:22
therefore (3) 79:18
 106:24 176:13
theres (10) 1:23 7:19
 14:21 16:1 50:19
 76:13,14 162:5,6
 172:1
thermal (3) 16:15 67:9
 68:24
theyll (1) 187:3
theyre (15) 7:11 25:16
 49:17 106:11 119:1
 133:14 143:21 144:3
 150:19 158:13 172:13
 191:1,2,15 201:12
theyve (3) 34:18 118:14
 177:13
thickening (1) 30:2
thickness (5) 30:16
 31:11 96:20 106:6
 107:3
thicknesses (2) 96:8
 117:16
thin (1) 110:16
thing (8) 26:21 50:23
 67:19 133:19 142:4
 184:3,5 194:6
thinking (2) 6:12 108:13
thinks (1) 154:16
third (14) 29:4 62:15
 67:7 68:9 69:12
 73:20,22 75:25 77:10
 81:22 123:25 159:4
 163:12 182:15
thoroughly (2) 15:17,18
though (7) 27:16 39:25
 53:14 64:21 71:19

78:13 133:6
thought (9) 86:10
 89:6,16,21 96:13
 118:13 137:23 154:25
 178:21
thoughts (1) 189:25
three (12) 5:16 35:24
 38:12,13 45:19,22
 101:10 104:16 134:25
 164:7 165:12 175:10
threequarters (1) 11:14
threeweek (1) 45:21
through (37) 6:20,25
 7:19,23 11:1,14 17:3
 19:13,18,21 30:22
 31:1 33:8 41:7,9 54:1
 66:11 72:6,22 73:25
 74:18,24 75:3,7
 80:10,17 93:11 95:17
 96:24 107:1,15 111:15
 134:9 137:12,13
 145:17 186:7
throughout (3) 17:1,1
 18:15
thus (1) 73:13
ticks (1) 202:1
timber (2) 19:25 20:10
time (91) 5:16 6:18
 7:15 10:5 11:9
 15:11,21 16:10
 17:15,24 18:20 20:21
 21:2 22:5 23:1 25:21
 28:18 29:25 33:10
 36:3,20 39:3,7,9,23
 43:4 46:1 48:2,3,9
 53:9 58:8 64:18 67:11
 69:16 72:1 73:1,16
 74:5 75:16 77:4,24
 78:11 79:23,25 81:20
 86:8,24 89:25
 91:7,13,17 93:24
 98:16,17 102:10
 104:18 106:24
 107:11,23 118:5 120:3
 134:21 137:11,11
 141:2 143:18 158:7
 167:13 168:17 175:21
 176:22 177:8,14,18
 178:11 179:3 180:7
 182:17 184:17,24
 186:3 187:3,8
 190:21,21 192:10,19
 193:12 197:25 200:10
times (6) 41:16 45:22
 72:19 173:21 192:7
 202:22
timescales (1) 198:5
tisbury (2) 130:25 131:1
title (3) 5:3,9 68:19
tmo (13) 62:20 63:3,8
 79:19 81:1,5,9 82:4
 87:14 97:13 140:22
 196:17 200:15
tmo10000004 (1) 38:2
tmo10000033 (1) 97:11
tmo10000332 (2)
 97:15 98:1
tmo10000334 (1) 99:9
tmo10000337 (1)
 97:19
today (6) 1:4 4:5,6
 103:9 107:23 203:2
today's (1) 1:4

together (6) 18:22
 38:23 114:14 132:21
 159:22 171:7
told (10) 22:15 67:24
 99:23 115:19,22 117:7
 139:24 174:22 176:19
 180:22
tomas (11) 138:23,24
 152:11 154:21 155:1
 170:17,19 172:18,23
 184:20 195:24
tomorrow (4) 202:15,19
 203:2,8
tony (1) 75:23
too (4) 89:15 158:3,9
 200:18
took (6) 9:1,14 35:7,8
 120:20 166:1
topic (7) 24:4 48:11
 56:14 124:21 130:19
 194:11 202:2
topics (2) 45:11 119:5
torch (1) 22:1
total (4) 41:16 42:16
 88:22 89:8
touch (1) 180:16
touched (1) 130:14
towards (2) 56:20 202:1
tower (70) 9:11 11:13
 13:23,24 14:13
 15:12,22 16:17 17:24
 18:20 20:21 21:3,18
 36:7 37:20 38:6,12
 39:8 41:4,13,17 43:11
 44:1,2,22 46:11 47:2
 52:17 56:16 64:17
 70:1,5,18 72:2 73:2
 75:16,19 78:11 81:20
 91:14 95:23 117:4,20
 118:9 127:20 130:23
 131:5,23,23 133:23
 134:3,4,7 144:19
 145:6 148:14 151:16
 152:3 173:9 179:19
 183:23 187:19 188:25
 192:6 193:11 194:18
 195:3,20 200:7 201:21
towers (1) 135:14
tracking (3) 141:2
 194:17,19
trade (2) 20:4,13
trades (1) 126:21
tragedy (1) 191:18
trainee (1) 5:5
training (3) 26:14,19
 27:3
transcriber (1) 2:14
transcript (2) 2:17
 150:25
transferred (1) 37:21
trays (1) 159:9
triangle (1) 186:9
tried (2) 173:3,12
triline (1) 5:7
triple (1) 141:7
trouble (1) 99:17
true (3) 3:22 132:6
 159:9
trust (2) 86:6 87:8
trusted (1) 130:6
try (7) 35:15 59:6 89:12
 93:21 101:21 182:18
 202:6

trying (7) 24:18 30:6
 51:20 59:4 86:24
 164:5 171:25
tuesday (1) 1:1
turn (9) 38:20 48:11
 56:14 62:19 119:8
 130:19 138:17 191:20
 194:11
turning (1) 58:22
twothirds (1) 149:1
tying (1) 108:5
type (7) 74:14 140:10
 141:5 146:12 190:8
 194:24 198:11
types (5) 106:6 107:4
 125:8 165:13 178:10
typical (2) 194:24 195:2
typically (2) 74:15 75:2

U

u (1) 139:3
uae (4) 21:22 23:17
 189:19,21
uk (3) 8:4 115:10 190:2
ultimately (2) 30:13
 53:3
unacceptable (1) 71:24
uncertainty (2) 149:6
 151:15
uncommon (1) 50:18
underneath (1) 163:14
understand (24) 7:23
 8:16 33:19 54:10
 58:25 59:4,7 69:6
 71:18 74:4,19 79:18
 82:16 86:22 90:19
 92:18 102:13 104:20
 129:11 156:11 157:20
 171:3 178:5 190:4
understanding (19)
 2:10 14:14,24 15:3,21
 63:19 102:10
 107:7,10,25 118:5,12
 120:3 144:16 145:3
 147:17 169:10 171:9
 198:18
understood (5) 60:7
 71:20 108:9 110:22
 118:6
undertake (1) 112:10
undertaken (2) 112:13
 130:3
undertakes (1) 99:11
undertaking (4) 125:25
 126:9 127:17,25
undisclosed (2) 131:17
 132:4
unfortunately (1) 86:12
unheard (4) 57:9,10,12
 81:12
unit (2) 29:24 127:19
units (2) 30:11 31:17
university (3) 4:12
 24:17,18
unless (3) 14:20,21 64:1
unlikely (1) 100:25
unqualified (1) 61:18
unreasonably (1) 88:5
unseen (3) 71:21 72:22
 73:25
unsure (1) 61:9
until (8) 26:7 37:11
 47:23 101:4 151:22
 156:1 198:9 203:11

untutored (1) 170:9
unusual (8) 44:15
 81:11,12 139:25 182:5
 197:13,17,19
upcharge (1) 110:18
update (1) 198:3
updated (2) 76:8
 194:20
updates (2) 19:10 76:10
uplift (1) 159:12
upon (1) 60:17
upstand (1) 31:12
used (67) 8:5 12:24
 13:15 16:6,12,13,14
 17:11 25:21 26:25
 34:10,11 36:13,19
 44:8 46:8 72:21
 74:16,23,23 77:19
 78:8 82:4,8 87:17
 93:7,8,10 96:21
 101:15 115:2 117:6
 118:23 121:5 124:2,6
 129:8 135:1,3,5,5,8,10
 136:21,23 137:24
 145:18 147:22
 148:7,11,17 149:23
 150:10,16 152:24,25
 160:13 169:25 182:25
 183:7,8,20 184:4
 189:11 190:4,15
 191:14
useful (1) 157:10
useless (1) 164:10
usher (5) 56:2 90:5
 113:25 168:2 203:3
using (11) 93:17 137:8
 149:10 151:7,24
 159:23 161:16
 182:10,23,25 183:5
usual (4) 57:12,14,15
 139:19
usually (2) 12:16 35:23
uttered (1) 116:7
uvalue (4) 144:11
 150:3,5 153:15

V

value (8) 40:18,20,21
 42:8,12 43:13,13
 125:9
values (1) 139:3
variations (2) 33:18,20
various (5) 4:22 26:18
 30:2 39:4 99:22
vary (1) 74:23
veneers (1) 75:4
venice (5) 14:3,4,5,7
 185:16
ventilated (1) 73:21
venture (1) 201:4
venue (1) 138:18
verbal (2) 180:5,19
verbally (1) 180:16
verification (1) 129:23
verifying (1) 112:20
version (5) 49:21 81:16
 87:14 100:24 136:7
versus (2) 139:14
 159:13
vertical (1) 67:22
via (1) 189:20
virtually (1) 177:16

visit (6) 35:23 37:1
 38:11,12 160:14 196:7
visits (2) 36:15 37:6
visvis (5) 82:17 83:21
 84:5,14 85:3
voice (2) 2:13 86:17
volumes (2) 7:20 77:19

W

walker (1) 170:17
walkway (1) 178:22
walkways (1) 170:1
wall (28) 1:5 8:5,17
 11:21 26:7 31:11
 37:12,15,22 38:5
 39:1,6 48:7,8 98:9
 99:19 100:1 106:7
 117:15 128:21 129:2
 133:12,17 140:25
 155:25 161:13,17
 200:8
walling (1) 67:21
walls (5) 30:2 67:9,22
 68:24 154:7
wants (5) 29:19 32:3
 90:5 111:17 164:22
warm (1) 190:19
warn (2) 94:21 117:23
warned (2) 116:7
 117:18
warning (2) 75:15 116:7
warnings (3) 75:21
 118:21,22
warns (1) 72:4
warranties (1) 138:14
warranting (1) 82:3
warrants (2) 82:3 99:11
warranty (9) 97:8,14
 98:2,14,16 99:16
 101:20 102:1,8
wasnt (28) 8:23 10:14
 27:16 31:7 40:3 50:14
 57:15 62:2 83:1 88:13
 98:25 107:6 113:2
 115:21 117:6,24 118:2
 130:2,9,10,17 131:11
 156:24 158:11 164:8
 165:24 166:23 192:12
watching (1) 1:6
water (2) 30:18 31:3
wates (3) 125:4 180:3
 198:5
way (25) 2:11 11:14
 39:18 41:1 54:16
 73:10 76:13 80:10
 89:12 96:5,6
 101:18,21 102:2
 105:2,6 106:20 127:23
 133:8 134:17 147:6
 149:1 182:4 189:4
 199:23
ways (1) 29:20
weather (1) 7:21
wed (5) 100:7 135:20
 148:24 167:22
wednesday (1) 203:12
week (2) 157:12 198:9
weeks (6) 35:24
 38:8,12,13 45:19
 164:7
welcome (2) 1:3 134:8
went (9) 26:7,18 27:8
 37:12 95:17 100:24
 137:13 145:17 159:15

werent (15) 23:11
 35:12,14 45:2 46:14
 89:13 96:23 117:17
 120:21 143:19 147:10
 186:21,24 192:13
 196:12
westminster (1) 131:23
weve (22) 41:5,6 103:8
 106:25 107:12 111:17
 119:8 134:24 135:5
 146:10 147:4
 148:10,11 159:22
 171:14 176:23 181:1
 182:25 183:1,7 184:9
 195:10
whatever (3) 96:25
 137:25 164:22
whats (5) 45:10 49:18
 63:1 102:5 178:20
whatsoever (1) 172:2
whereby (1) 76:16
whichever (1) 171:15
whilst (4) 56:24 65:6
 125:17 143:15
whoever (1) 130:7
whole (8) 6:17 32:2
 45:10 47:17 80:3
 103:24 105:15 156:14
whom (1) 186:3
whose (3) 9:2 108:20
 127:16
widely (4) 15:7
 16:12,13 22:3
wifes (1) 97:23
wilson (1) 189:16
wind (1) 139:2
window (29) 19:2 29:24
 30:11 31:16,20
 50:13,14,19
 125:8,8,17
 126:1,5,9,17 127:14
 128:3,3,4,5,17,20,23,25
 129:5,18 130:7
 133:12,18
windows (14) 27:5
 29:22 31:20 124:22
 125:13 126:18 127:19
 128:12
 129:1,8,13,16,18
 130:14
winning (1) 182:14
wins (1) 171:22
wintech (2) 137:20
 138:12
wise (1) 101:3
wiser (1) 202:7
wish (1) 136:16
withdraw (1) 78:24
withdrawn (1) 194:20
withheld (1) 88:5
witness (29) 1:7,8,18,22
 2:1 3:6,10 5:20,21
 38:21 55:25 56:10
 110:4 113:20 114:8,13
 148:24 167:22
 168:1,11 175:9 179:10
 182:6 191:7
 202:13,16,20,25 203:4
witnesses (1) 1:5
won (1) 171:16
wonder (3) 54:10
 150:24 178:8
wondering (1) 78:16

wont (3) 14:20,21 198:8
wool (3) 151:18
 152:21,24
work (56) 5:17 10:8,11
 12:3,7,10,11,19,23
 28:13 29:20 35:24
 39:2,16 40:15 41:7
 43:6,14 48:22 59:5
 60:6 64:1 83:16 89:16
 92:21 93:1 95:12,14
 103:10 111:22
 112:16,17 124:21
 125:2,13,17,18,20,23
 126:1,3,4,14,18
 128:11,14 129:9,14,20
 139:7 164:25 171:25
 181:4,6 194:24 198:12
worked (17) 4:22,25
 5:7,14 24:16 27:20
 38:25 39:5,9,11,23
 40:17 95:19 132:20
 171:6 181:1 200:2
working (21) 6:6,22
 15:18 20:21 21:3
 24:21 25:17 36:2
 39:8,19 40:1 72:2
 107:17 121:10
 126:15,16 148:13
 168:25 190:7,12 200:6
workmanlike (1) 92:14
workmanship (5)
 66:8,12 87:17,23
 93:23
works (37) 32:6 36:11
 56:23,24
 57:1,19,23,23
 58:24,25 59:14 60:23
 65:16 79:14 82:8
 83:8,13,14,16
 84:9,18,20 87:18
 90:18 92:14 104:9
 108:12 110:23 126:9
 127:18
 128:1,5,5,7,8,11
 168:15
worth (1) 202:4
wouldnt (17) 35:11
 48:25 82:18,20
 89:7,10,12,14,15 95:1
 98:18 113:2 144:25
 146:1 155:6 180:9
 199:19
writes (1) 110:12
writing (1) 88:6
written (4) 56:25 57:13
 179:21 194:23
wrong (7) 19:7 106:1
 116:6 154:18,19
 182:19 192:16

Y

yeah (28) 16:10 24:22
 35:7 39:15 40:2 42:15
 54:25 60:8 80:11 91:8
 94:25 100:10 103:19
 109:11 118:18 138:8
 143:1,22 144:25 150:7
 159:11 161:22 162:1,7
 169:13 172:12 197:17
 200:23
year (1) 14:6
years (18) 5:24
 6:2,13,20 7:1,8

13:14,18 15:23 39:2,5
 70:6,18,20 71:19
 132:18 175:10 197:18
yellow (1) 152:20
yep (1) 193:23
yesterday (2) 180:2
 198:7
young (1) 10:6
youre (28) 8:10 15:23
 23:20 43:15,16 54:23
 55:20 65:8 86:20
 88:22 105:21 106:21
 116:5,9 117:9,25
 133:1 146:5,17 160:24
 161:16 162:8
 172:11,20 177:17
 191:4 194:15 195:17
yours (3) 3:7 4:2 155:2
yourself (16) 1:17 8:2
 12:22 27:23 35:3
 51:22 80:3 86:3 87:5
 99:17,25 104:17
 120:19 130:12 147:20
 148:4
yourselves (2) 48:20
 54:17
youve (3) 76:2 165:6
 202:3
yrm (1) 10:18

Z

zcm (3) 175:17,20
 176:7
zinc (29) 135:4,5
 139:13 140:9,12,16
 141:13,21 142:17
 156:20,25 157:1,19
 158:16,20 159:9,24
 160:7,8 163:12,15
 164:1 174:17
 175:17,20,23
 176:2,7,12

0

0 (15) 7:11 14:16 15:10
 16:25 18:15 25:17
 26:11,12 34:12 124:17
 167:10 177:12,23
 178:18 191:16
001 (1) 64:7
05 (2) 42:10,19

1

1 (21) 42:10,20 43:15
 58:24 59:12 64:13
 65:12 71:8 88:4 97:12
 98:2 141:10,11 161:17
 172:20 178:5,7
 179:18,20 199:5 204:3
10 (9) 13:21 37:19 48:7
 72:13 73:4 109:8
 202:18 203:8,11
100 (2) 101:4 114:3
1000 (1) 1:2
10a (1) 123:20
10mm (2) 110:14,15
11 (8) 68:18 77:7
 101:14 103:20 104:16
 105:10 110:5 116:22
110978 (2) 89:3 109:5
1118 (1) 56:5

112 (2) 114:15 188:14
1135 (3) 55:24 56:4,7
12 (2) 7:20 56:18
120 (1) 103:23
123 (1) 103:23
124 (1) 153:25
125 (1) 71:2
13 (5) 7:20 101:10
 127:12 189:17 199:6
1308 (1) 170:16
135 (6) 67:13 68:6 69:1
 70:23 75:20 76:8
14 (1) 175:10
15 (8) 5:24 6:2,13
 113:1,3,5,8 167:23
150 (1) 161:15
16 (1) 24:7
166 (1) 123:25
167 (2) 122:23,25
17 (5) 47:7 73:19
 74:10,21 161:17
179 (1) 63:6
18 (12) 7:11 8:18 14:11
 16:23 74:21 141:15
 145:24 159:20
 163:2,11 168:15 189:1
19 (1) 81:24
1981 (4) 4:12,21 6:2,4
1988 (1) 10:4
1991 (2) 21:8 23:12
1996 (4) 6:2,4 11:21
 13:18
1998 (1) 67:22
1999 (4) 19:5 21:12,16
 71:6

2

2 (23) 5:22 31:23 59:25
 62:22 71:17 90:12
 97:15 98:1 113:18
 114:2 121:12
 141:10,17 142:24
 146:10 163:20,21
 168:20,21 169:16
 172:16,20 204:4
20 (4) 13:18 31:18
 44:17 130:21
200 (1) 114:5
2000 (2) 37:10 66:16
2003 (3) 67:10 68:25
 69:11
2004 (1) 199:6
2008 (10) 7:18
 15:13,14,16,17,18
 16:14 135:22 176:20
 186:14
2009 (2) 14:5 16:3
2010 (6) 8:6 85:8
 91:18,21 92:3,20
20102011 (1) 18:5
2011 (5) 39:13,14
 91:12,22 92:4
2012 (5) 9:8 21:19,22
 23:17 121:7
20122013 (1) 24:19
2013 (55) 8:2 9:8 20:22
 21:2,22 22:11 23:17
 24:4 25:2,25 36:5 44:3
 47:23 64:13 69:12
 75:20,25 76:3 121:7
 131:1,8,17 132:23
 133:23 135:10
 138:18,21 150:1

154:10,13 158:23
 159:20 163:2,11
 165:23 169:5
 170:15,18 172:19
 174:23 176:24 177:19
 179:20,22 181:8
 184:16 185:11 188:3
 189:9,17 190:22
 194:13 195:6,11
 200:10
201314 (4) 25:4,8 26:2
 36:3
20132014 (1) 24:7
2014 (23) 11:17 24:4
 25:2 26:1,6 56:20 57:2
 69:19 81:16 87:15
 88:17,18 100:15,19,25
 108:12 109:20 111:6
 125:1 169:4 182:14
 197:24,25
2015 (13) 22:2,18
 37:12,16,19,19 47:8
 125:22 127:15 128:6
 192:1,10 193:22
2016 (7) 11:17 22:20
 36:5 97:9,17 98:14
 99:16
2017 (2) 3:1 175:10
2018 (2) 3:11 10:25
2020 (2) 1:1 203:12
21 (3) 77:9 138:19
 184:16
210 (3) 104:3,16 105:14
211 (1) 92:8
2121 (3) 94:4,4,6
2131 (1) 95:2
215 (2) 104:10,17
2151 (1) 82:1
21511 (1) 82:11
2171 (1) 83:3
21712 (1) 83:9
21713 (1) 83:23
21721 (3) 82:6 83:6
 84:17
21722 (1) 84:7
21723 (1) 84:16
22 (7) 78:1 83:3 109:20
 112:5 139:4 140:4
 182:14
220 (1) 105:14
221 (1) 87:16
23 (3) 24:20,25 84:8
2325p (1) 192:19
2375p (1) 192:17
23m (1) 141:16
24 (4) 24:20,25 151:1
 194:13
241 (1) 93:21
24storey (1) 138:15
25 (8) 58:4 97:9,17
 131:17 133:23
 170:15,18 192:1
250k (1) 141:12
25mil (1) 32:9
26 (2) 125:20 182:8
261749500 (1) 57:3
27 (5) 44:3 138:18
 149:4 187:25 195:11
271 (1) 149:1
27th (1) 138:21
28 (3) 114:13,21 188:13
282m2 (1) 172:24
29 (5) 88:18 108:12

124:23 127:22 128:6
2b (3) 63:8 79:7 90:10
2nd (1) 67:10

3

3 (12) 12:6 42:13,14
 64:6 65:13 72:13
 155:20 158:2,9,21
 172:16 179:21
30 (4) 28:22 48:13
 81:16 87:15
30000 (1) 56:24
30odd (1) 13:14
31 (5) 24:12,13
 99:10,13 100:19
319 (1) 168:6
31st (1) 100:25
32 (3) 88:23 100:4
 165:11
33 (2) 125:11,15
335 (3) 167:24 168:5,8
342 (1) 106:3
35year (1) 6:17
3m (1) 141:12

4

4 (7) 5:21 9:22 66:4
 72:24 99:9 158:23
 175:12
40 (2) 7:10 48:8
41 (2) 60:1 123:20
42 (6) 60:1,12 110:5
 116:21,24 122:24
426 (1) 203:10
430 (1) 202:1
44 (1) 200:3
47 (2) 56:17,19
476 (1) 18:15
48 (1) 100:12

5

5 (7) 10:24 43:16 66:20
 73:4 130:22 138:19
 179:22
500k (1) 160:9
50p (2) 192:19,25

6

6 (6) 68:9 101:14
 119:11 120:6 127:24
 193:8
60minute (2) 170:2,2
64 (2) 105:8,10
641 (1) 78:2
67 (1) 47:6
68 (2) 104:3 105:13
69 (2) 105:25 106:3

7

7 (12) 66:4 68:18 71:5
 92:7 97:19 124:23
 172:19 182:7 188:1
 193:15 197:24,25
70 (2) 28:21 135:14
7113 (1) 68:21
7114 (1) 69:1
76 (1) 43:19
77 (1) 44:17

8

8 (9) 1:1 3:1 12:5 38:23
 39:22 66:20 93:21
 125:15 193:19
823 (1) 172:19
8414 (2) 16:24 18:14

9

9 (18) 3:11,17 24:5
 27:18 28:13 29:10
 35:22 36:25
 41:5,11,13 43:18 68:8
 71:15 88:19 94:3
 109:1 203:12
9001 (2) 27:13,15