

OPUS2

Grenfell Tower Inquiry

Day 103

March 9, 2021

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Tuesday, 9 March 2021

1
2 (10.00 am)
3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to
4 today's hearing. We are going to begin today by hearing
5 further evidence from Mr Christopher Mort of Siderise.
6 So my first task is to check that Mr Mort is with us and
7 that he can see me and hear me clearly.
8 MR CHRISTOPHER MORT (continued)
9 SIR MARTIN MOORE—BICK: Good morning, Mr Mort.
10 THE WITNESS: Good morning. Yes, I can.
11 SIR MARTIN MOORE—BICK: Good, thank you very much.
12 Well, as usual, I'm here today with my fellow panel
13 members, Ms Istephan and Mr Akbor.
14 MS ISTEPHAN: Good morning.
15 MR AKBOR: Good morning.
16 SIR MARTIN MOORE—BICK: And before we resume your evidence,
17 Mr Mort, I think I'd better take you through the usual
18 vexer, so to speak.
19 Can you confirm that you're alone in the room from
20 which you're giving your evidence?
21 THE WITNESS: Yes, I can.
22 SIR MARTIN MOORE—BICK: Thank you.
23 Can you confirm that you have no documents or other
24 materials with you?
25 THE WITNESS: Yes, I can.

1

1 SIR MARTIN MOORE—BICK: Thank you very much.
2 Can you confirm that your mobile phone is in another
3 room and that you don't have any other electronic device
4 with you that is capable of receiving messages?
5 THE WITNESS: Yes, I can.
6 SIR MARTIN MOORE—BICK: Lovely, thank you very much.
7 Well, the procedure today is going to be the same as
8 it was yesterday. Your legal representatives again are
9 in the virtual hearing room. We will have a short break
10 during the morning, I'm not sure whether we will have
11 finished your evidence at that point or not, but again
12 the arrangements will be the same as they were
13 yesterday.
14 Is there anything you'd like to raise before we
15 start?
16 THE WITNESS: No, there isn't.
17 SIR MARTIN MOORE—BICK: Good. Very well, thank you very
18 much.
19 In that case, I'm going to invite Ms Grange to put
20 some more questions to you.
21 Yes, Ms Grange, when you're ready.
22 Questions from COUNSEL TO THE INQUIRY (continued)
23 MS GRANGE: Yes, thank you, Mr Chairman.
24 Good morning, Mr Mort.
25 A. Good morning.

2

1 Q. When we broke off yesterday I was asking you some
2 questions about the Siderise marketing literature, and
3 I have a few more questions on that topic before we turn
4 to some of your specific involvement in the
5 Grenfell Tower project.
6 Can we return to a document at {SIL00000227}. This
7 is the Siderise brochure entitled "Cavity barriers for
8 rainscreen cladding" dated November 2013, which we were
9 looking at yesterday. So there is the front page. We
10 can see the date in the top right—hand corner.
11 I want to go back to page 3 {SIL00000227/3}, now,
12 and look at that paragraph there on the right—hand side
13 in the black text.
14 Now, I asked you about the seal reaction times of
15 1 minute, but I now want to ask you something else about
16 that paragraph. We can see that it says that:
17 "SIDERISE have tested a range of horizontal
18 cavity barriers to the above mentioned standards with
19 seal reaction times of 1 minute and seal temperatures
20 remained below 180°C and maintaining the [integrity and
21 insulation] requirements ..."
22 That's what EI stands for, isn't it, integrity and
23 insulation?
24 A. Yes, it is.
25 Q. Yes:

3

1 "... as detailed in Table 1 for up to 120
2 [integrity] and 60 [insulation]."
3 Then we can see in table 1, can you see that first
4 product there, the horizontal barrier for 120 and 90?
5 A. Yes.
6 Q. Do you see that?
7 Under "Thickness (mm)", it says, "15 x 75". Does
8 that mean —
9 A. It's actually 1.5 by 75. That's the intumescent strip
10 on its own.
11 Q. I see. Right, so the intumescent strip is 1.5 x
12 75 millimetres?
13 A. By linear length.
14 Q. Right, I see, yes.
15 So we can see it's saying there very clearly that
16 these barriers could go up to 120 minutes' integrity.
17 Can we look at the report that's referred to there.
18 There is a test report with a number 328279. Can we go
19 to that report again at {SIL00000212/31}. We get the
20 integrity results at the top of that page in the table.
21 Now, we can see from this table that only
22 specimens A and D have achieved the integrity
23 requirement of 120. Do you see that?
24 A. That's correct, and that refers to the 120 product in
25 the table of the datasheet.

4

1 Q. Yes. So specimen A was 120 millimetres thick,
 2 specimen D was a graphite intumescent, specimens B and C
 3 were 90 millimetres thick and 75 millimetres thick
 4 respectively.
 5 Can you just help us as to why, even though only two
 6 of those have got over the 120, the results in B and C
 7 are not reflected in the marketing literature?
 8 A. They are. If you go back to the table, and go back to
 9 the marketing literature and read the paragraph again,
 10 it says "performances up to 120 minutes".
 11 Q. Right.
 12 A. If you look at the table, then it has in there, for
 13 products B and C, 90 minutes' integrity.
 14 Q. I see. Okay. So you're satisfied, are you, that
 15 they're comfortably within those limits?
 16 A. Yes.
 17 Q. Yes, okay.
 18 Now, this document that's entitled "Cavity barriers
 19 for rainscreen cladding", if we go back to page 1 of
 20 that document, {SIL00000227/1}. So that's its title,
 21 "Cavity barriers for rainscreen cladding".
 22 It's right, isn't it, that nowhere within this
 23 document or any similar marketing literature has
 24 Siderise expressly stated that those barriers have never
 25 been tested as part of a rainscreen system but have only

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1 ever been tested between concrete lintels? That's not
 2 made clear, is it?
 3 A. Not in this context, no, but as I explained yesterday,
 4 testing cavity barriers on the furnace test, the
 5 temperatures are higher on the furnace than the failure
 6 criteria for an 8414, so therefore the cavity barrier
 7 would not be the weak component within an 8414 test.
 8 Q. Yes, I understand that's your evidence.
 9 A. I think the discussion yesterday on the 25-millimetre
 10 air gap and the panel movement, I think it needs to be
 11 understood that the intumescent at 1.5 thick has
 12 an expansion coefficient of 25 to 1, so it will expand
 13 to 37.5 millimetres. So it's overengineered for
 14 a 25-millimetre gap.
 15 Q. Yes, I understand you're saying that about the
 16 cavity barrier, but this is a document that is entitled
 17 "Cavity barriers for rainscreen cladding", and I just
 18 wanted to be clear on the point that in this document it
 19 does not state -- I appreciate you say the reasons why
 20 that is -- that the barriers have been tested between
 21 concrete lintels and not with a rainscreen barrier on
 22 the outside.
 23 A. As I said yesterday, this document contains the
 24 reference to the test reports. We frequently supply the
 25 datasheet and the test report to the end user, so they

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1 get the full picture.
 2 Q. Yes.
 3 Now, let's look at another document now,
 4 {RYD00039962}. So here is a document from March 2015.
 5 You can see that it says "Version 1.4: March 2015" in
 6 the top right-hand side. This is entitled, "SIDERISE RH
 7 [horizontal] and RV [vertical] cavity barriers for use
 8 in the external envelope or fabric of buildings". At
 9 the top we can see, in the part with the picture,
 10 "Façades: horizontal & vertical cavity barriers for
 11 rainscreens".
 12 If we go on to page 3 {RYD00039962/3}, we have some
 13 similar text to that which we saw in the document we
 14 were just looking at on the right-hand side, and I'm not
 15 going to ask you about that again; we have gone through
 16 those points. But I want to ask you about some text
 17 about the 50-millimetre air gaps on the bottom
 18 right-hand side there, "SIDERISE RH50 ... 'Open State'
 19 horizontal cavity barrier for maximum 50mm air gaps".
 20 Do you see that paragraph?
 21 A. Yes.
 22 Q. If we could just go down the page so we can see the text
 23 underneath, it says there:
 24 "SIDERISE have tested a range of horizontal
 25 cavity barriers with 50mm air gap to the above mentioned

7

1 standards with seal reaction times of [less than]
 2 1 minute and full closure at 2 minutes 22 seconds ..."
 3 So you are using a full closure figure at this point
 4 in the marketing literature; yes?
 5 A. This is a different void size and a different type of
 6 intumescent to that being used in the 25 millimetres, so
 7 therefore the reaction times are different.
 8 Q. Yes, I understand that, and I'm going to take you to the
 9 report that this is based on. I understand it's based
 10 on different products and different tests. I'm just
 11 pointing out that here you have -- we had a debate
 12 yesterday about seal reaction times, but here what you
 13 have done is refer to a full closure time of 2 minutes
 14 22 seconds; yes?
 15 A. I believe that is a copy of the text that's within the
 16 test report.
 17 Q. Yes. Let's look at that now. It's the BM Trada test
 18 report at {SIL00000288/18}. So this is a table that we
 19 looked at yesterday. I think the 2 minutes 22 seconds
 20 comes at the bottom of that page in relation to the time
 21 it took for the cavity to seal for cavity barrier A;
 22 yes?
 23 A. Yes.
 24 Q. Now, can you help us, so cavity barrier A was
 25 a 50-millimetre gap, but cavity barrier C was also

8

1 a 50-millimetre gap, and we can see in the table it's
 2 signified by two hashtags, and the two hash symbols
 3 below show that that cavity was sealed at 3 minutes
 4 19 seconds.
 5 Now, can you help us as to why it's the 2 minutes
 6 22 seconds that's in the product literature rather than
 7 showing a range of 2 minutes 22 to 3 minutes 19?
 8 A. Well, if you go back to the product descriptions in this
 9 test report, you will see that there's different types
 10 of -- quantities of intumescent in there.
 11 Q. Right.
 12 A. That is the reasoning why.
 13 Q. I see. So you're only advertising the product that
 14 meets the 2 minutes 22 second; is that what you're
 15 saying?
 16 A. That is the only -- that is the product we are using for
 17 manufacture, yes.
 18 Q. Right, and you're not using the one that sealed at
 19 3 minutes 19?
 20 A. No.
 21 Q. Right, okay.
 22 A. It -- as I explained yesterday, these are R&D tests,
 23 where you put multiple variations of a product on a test
 24 to get the optimum result.
 25 Q. I see.

9

1 Just moving away from the marketing literature now,
 2 but before we go to your Grenfell project work, can we
 3 just look at a document from January 2015,
 4 {SIL00006559}. This is an email chain relating to
 5 a Belfast Hospital project. If we look in the second
 6 email down in the chain, we can see on 19 January 2015,
 7 Kelvin Williams -- that's a Siderise employee; yes?
 8 A. He was, yes.
 9 Q. Yes -- says to Barnaby Carrick, who is also within
 10 Siderise, "Hi Bar", and he is referring to an email, and
 11 he says this. He says in the second paragraph:
 12 "Chris M issued a statement that all requests for
 13 these products would have to be 'OK' by him."
 14 Now, can you recall what that statement was and what
 15 products had to be okayed by you?
 16 A. Okay, yeah, if you look at the subject title --
 17 Q. Yes.
 18 A. -- it says, "Belfast Hospital - MSDS & technical data
 19 sheets". I -- at the time, we were looking at resource
 20 level within the business as to how often we had these
 21 enquiries directly through to us to supply datasheets
 22 and MSDS information to a customer as opposed to our
 23 website.
 24 Q. Yes, and what does MSDS stand for?
 25 A. Material safety datasheet.

10

1 Q. Yes.
 2 A. So it is basically a -- I was keeping a tally on the
 3 number of times this was happening.
 4 Q. Right, on the number of times that you had to supply
 5 datasheets to customers on projects?
 6 A. Yeah, whereas -- as opposed to our downloads.
 7 Q. Yes. Why were you keeping that tally? What was the
 8 reason?
 9 A. Like I said, literally two seconds ago, it was to
 10 understand any resourcing level we needed within the
 11 business for that part of the works.
 12 Q. I see, so you could understand that you might need to
 13 make resources available to provide technical support --
 14 A. Correct.
 15 Q. -- for those products -- for those projects?
 16 A. For the products. Generally for products.
 17 Q. I understand.
 18 Let's turn now to the Grenfell Tower refurbishment
 19 project specifically. If we start with an email at
 20 {SIL00000030}. This is an email from Kevin Lamb to
 21 Barnaby Carrick at Siderise, and it's sent on
 22 11 March 2015. We can see that Mr Lamb asks:
 23 "Further to your recent help with horizontal &
 24 vertical firebreaks within our rainscreen cladding, we
 25 wonder if you could assist with what would be the normal

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1 fire rating required.
 2 "The building is a domestic block of flats, 24
 3 stories [sic], fully overclad with ACM rainscreen
 4 cladding.
 5 "Internal party walls will be 120min.
 6 "In your experience what would the rating be for
 7 horizontal and vertical breaks. This would help us to
 8 propose hopefully the correct product for
 9 building control to approve."
 10 So we can see that Kevin Lamb, who is working for
 11 Harley at this point, is asking for advice from Siderise
 12 on those questions.
 13 We can see that this query is forwarded to you on
 14 the same day, if we look at {SIL00000034}. So we can
 15 see that on the same day, 11 March 2015, Mr Carrick
 16 emails you and it says:
 17 "Regarding: Harley Curtain Wall Limited."
 18 He says:
 19 "Hi Chris,
 20 "Please could you check if the following response is
 21 suitable."
 22 Then he sets out a suggested draft response:
 23 "We would confirm that to meet the requirements of
 24 Approved Document B (diagram 33 & table A1, item 15),
 25 the area between compartment wall and outer cladding

12

1 needs only to be a cavity barrier (30 minutes integrity
 2 & 15 minutes insulation) which would mean that our open
 3 state cavity barrier system [then you give the name of
 4 the system, the 90/30 horizontal barriers and the 30/30
 5 for the vertical barriers] would be suitable."
 6 Now, can you recall receiving that email with
 7 Mr Lamb's query?
 8 A. I can, yes.
 9 Q. Can you help us as to what Mr Lamb was referring to when
 10 he says that Siderise had provided him with recent help
 11 with horizontal and vertical firebreaks? Can you help
 12 us as to what help Siderise had already provided?
 13 A. I had had no interaction with Harley really prior to
 14 this. I believe there was a previous project where we'd
 15 supplied some curtain wall fire barriers on. Generally,
 16 Ricky Kay, who is extremely experienced in this part of
 17 the sales, would be giving advice based on what's
 18 contained within the datasheets, so there may have been
 19 some of that going on. From our email chain, we have no
 20 direct correspondence prior to this --
 21 Q. Right.
 22 A. -- on the project.
 23 Q. I mean, we will be hearing from Mr Kay as the next
 24 witness. You can't help us as to what advice Siderise
 25 had been providing up to that point?

13

1 A. No.
 2 Q. No.
 3 We can see that at this time you were made aware
 4 from Mr Lamb that Grenfell was going to be overlaid in
 5 ACM rainscreen cladding. Do you remember noting that at
 6 the time?
 7 A. No.
 8 Q. Yesterday in your evidence you said -- and for the
 9 transcript this is at {Day102/73} -- that you weren't
 10 aware of what panels were used on the Grenfell project.
 11 Having seen this email exchange, can we agree that
 12 in fact you were made aware that this was ACM rainscreen
 13 cladding at the time?
 14 A. In the context of that email, I may have read it, but
 15 I was more reading the response from Barnaby.
 16 Q. Yes, but in checking Mr Carrick's response, presumably
 17 you would have read the request in the first place,
 18 otherwise you wouldn't have been able to help --
 19 A. But the ACM isn't clarified as to what it is, as in what
 20 performance standard it is --
 21 Q. No, I understand --
 22 A. -- what grade it is or anything. Yes, I acknowledge
 23 it's an ACM, but there is no grade against that ACM.
 24 Q. Yes, but you knew at the time that it was an aluminium
 25 composite material rainscreen cladding panel; yes?

14

1 A. Yes.
 2 Q. Were you ever told what type of insulation was going to
 3 be used at Grenfell Tower?
 4 A. No.
 5 Q. Did you ever think about asking for that information as
 6 part of providing Mr Lamb and Harley with advice on the
 7 project?
 8 A. If you look at my further emails where they've asked for
 9 further information, I've asked them categorically for
 10 specifications, for fire strategy, et cetera, et cetera,
 11 which they failed to produce.
 12 Q. Yes. We will come on to those emails in just a moment.
 13 If we now go to your response to Mr Lamb's query on
 14 12 March 2015 at {SIL00000038}. So here we can see you
 15 email Mr Lamb on the following day, 12 March 2015,
 16 copying in Mr Carrick and others at Siderise.
 17 Effectively, you have adopted Mr Carrick's suggestion;
 18 yes?
 19 A. I believe the situation was Kevin Lamb chased for
 20 a response, Barnaby was either out on business or on
 21 annual leave, so then I forwarded his response.
 22 Q. Yes, and in this email you've confirmed that:
 23 "... to meet the requirements of Approved Document B
 24 ... the area between the compartment wall and outer
 25 cladding needs only to be a cavity barrier (30 minutes

15

1 integrity & 15 minutes insulation) which would mean that
 2 our open state cavity barrier system ... would be
 3 suitable."
 4 Yes?
 5 A. Yes.
 6 Q. So you advised on the suitability of your system, given
 7 the request that was made. You say below that:
 8 "If you need me to comment on a specific detail ...
 9 please forward over and I will respond immediately,
 10 apologise for the delay."
 11 And you also attach diagram 33 so that they can see
 12 that below, and we can see from page 7 of this document
 13 run {SIL00000038/7} that diagram 33 has been provided by
 14 you at that time. You have also provided some Siderise
 15 standard details. If we look, for example, at page 5
 16 {SIL00000038/5}, you have provided some standard details
 17 relating to the Siderise products; yes?
 18 A. Yes.
 19 Q. We can see on the right-hand side in the label to that
 20 drawing it's headed, "Siderise Standard Details,
 21 Compartmentation".
 22 Now, you did not in this email say anything about
 23 the suitability or risks associated with using
 24 cavity barriers in conjunction with ACM rainscreen
 25 cladding; that's right, isn't it?

16

1 A. That's correct.
 2 Q. Can you explain why not? Why not identify those risks
 3 when you were responding at this time?
 4 A. We were responding as to the suitability of the product
 5 for use within a common construction environment. The
 6 checks on the cladding suitability , et cetera,
 7 et cetera, are not the responsibility of Siderise;
 8 that's the responsibility of Harley Curtain Walling and
 9 the fire engineer and the approving authority on the
 10 project.
 11 Q. You didn't explain that your cavity barriers had only
 12 ever been tested between concrete lintels and not in
 13 an ACM system. Why was that?
 14 A. We test to the published standard. We are not -- it's
 15 for -- under the CDM Regulations, the designer of the
 16 project is responsible to understand the overarching
 17 regulations required. They should understand the
 18 requirements of Approved Document B. And the testing
 19 for cavity barriers is in compliance with appendix -- in
 20 the table in appendix -- item 15, cavity barriers,
 21 30/15. The overall wall section in section 12 of
 22 Approved Document B is the responsibility of the façade
 23 contractor and the end users. It's not -- we don't
 24 supply the panels.
 25 Q. Why couldn't you have said, for example, something along

17

1 the lines of: "Do bear in mind that if the ACM cladding
 2 fails , the cavity barriers will be ineffective , and we
 3 have only tested our cavity barriers in these limited
 4 scenarios"? Why didn't you spell that out in your
 5 response?
 6 A. At that stage we weren't being asked that question.
 7 I answered the specific question.
 8 Q. Yes, but wouldn't that be information that it would have
 9 been helpful for the design team to be aware of?
 10 A. But the design team, under the CDM Regulations, should
 11 be aware of that situation anyway. It's not our
 12 responsibility to enforce the CDM Regulations.
 13 Q. Yes.
 14 Yesterday I showed you parts of Dr Lane's report
 15 where she identified the potential mechanism of failure
 16 of cavity barriers when used in combination with ACM or
 17 other metal cladding panels, and you accepted that, in
 18 general terms, the risks about the way in which these
 19 cavity barriers might behave in combination with
 20 rainscreen panels was appreciated by Siderise prior to
 21 the Grenfell project. For the transcript, you said that
 22 at {Day102/121}. You said it was for that reason that
 23 Siderise had called out and requested partners to
 24 undertake more testing in conjunction with Siderise;
 25 yes?

18

1 A. Yes.
 2 Q. Now, given your awareness of the risks associated with
 3 this combination of cavity barriers and rainscreen
 4 panels, why not spell out these risks at this time to
 5 the professionals on the Grenfell project?
 6 A. It's the responsibility of the professionals on the
 7 Grenfell project to understand this under the
 8 CDM Regulations.
 9 Q. Yes, but --
 10 A. We are not the designers of the project, we did not
 11 supply the panels.
 12 Q. But aren't you in a unique position as a manufacturer of
 13 these barriers? You have very detailed knowledge of
 14 exactly what testing you've done, the limitations of
 15 that testing, what testing you would like to do in the
 16 future in order to better understand how it performs in
 17 other systems, real-world systems. Given you've got
 18 that particular unique knowledge, why not spell out more
 19 clearly to the professionals on this project that there
 20 were risks associated with using these barriers in this
 21 context?
 22 A. There should and there were people of a higher level
 23 than ourselves on this project, like the fire engineers,
 24 the architects, the consultants, the building control,
 25 et cetera, et cetera, who have been through the approval

19

1 process for these panels. It's not for us to question
 2 the approval process for those panels. We only
 3 manufacture and supply our barriers.
 4 Q. Yes.
 5 We know that around a year before this, in
 6 March 2014, you had met with Celotex, and we spoke about
 7 this yesterday, and you were advising Jonathan Roper
 8 that it was very important that these barriers have
 9 a solid surface or, I think in your words, a hard bound
 10 to activate against. You were spelling that out to
 11 Celotex. Why not identify that clearly to the Grenfell
 12 professionals when they're seeking your advice about the
 13 suitability of your barriers on their project?
 14 A. Okay, I'll come back to what I just said: under the
 15 CDM Regulations and the project, there are people on
 16 that project who are contracted to approve and control
 17 the process. We supply one component into that process.
 18 The overall approval for the panels on that project were
 19 not our responsibility .
 20 Q. Yes, I understand that.
 21 To put it another way, if you're providing a product
 22 into a construction system and you know that there is
 23 a risk that it's not going to work well with another
 24 product that you are aware of, you're told about, why
 25 isn't it reasonable for you to point out that your

20

1 barriers aren't going to be effective if used in
 2 combination with that product?
 3 A. Again, I'll come back to the same point: Siderise are
 4 not responsible for the design of the project. We have
 5 to assume that others at a higher level within the
 6 project, so the fire engineers, the approving
 7 authorities, have done their due diligence and proven
 8 that the panels going to be used on the project are
 9 suitable for use on the project. That is not Siderise's
 10 responsibility. We're not contracted to do that. We
 11 give advice on a free basis. We're not contracted to
 12 give advice, we give advice on a free basis.

13 Q. Yes, okay.

14 To your knowledge, can you help us, was this the
 15 first time that Siderise had been contacted about
 16 a project involving ACM cladding, or had Siderise
 17 supplied open-state cavity barriers on projects where
 18 ACM cladding was being used before this?

19 A. Our emails have been scrutinised and passed over to
 20 the Inquiry. We cannot find another enquiry that
 21 contains the words "ACM". However, we were supplying
 22 material at the time through third-party distributors as
 23 well. We could have been supplying materials to
 24 projects that had ACM on.

25 Q. Right.

21

1 A. We're a manufacturer of cavity barriers. We do not see
 2 the end use of every project. Even now we don't see the
 3 end use of every project.

4 Q. Yes, that's helpful. I think what you have confirmed is
 5 so far as you can ascertain -- and I appreciate you may
 6 have been using third-party distributors, so you
 7 wouldn't always know -- you can't see evidence of
 8 Siderise providing their cavity barriers on a project
 9 involving ACM before this point; yes?

10 A. I cannot see technical queries come through, no.

11 Q. Okay.

12 Let's move forward in time now to 30 March 2015. If
 13 we can go to {SIL00000068}, this is an email from
 14 Ricky Kay of Siderise to you on 30 March 2015. What
 15 he's done is he's pasted into this email a communication
 16 from John Hoban of RBKC building control which had been
 17 sent to Harley, Studio E and others, Rydon, on the
 18 project. We can see that Mr Hoban is saying in his
 19 email, if we look at the main paragraph:

20 "Please find detailed below a copy of an email sent
 21 to various persons on the 20th of March 2015, concerning
 22 the topic relating [to] fire stopping of the compartment
 23 floors to the building. I would advise you that it is
 24 my interpretation of diagram 33 of Approved Document B
 25 is that the detail between compartment floors and

22

1 external cladding is not a cavity barrier, therefore it
 2 must be fire stopped to at least the standard of the
 3 existing compartment floor (120 minutes). Therefore the
 4 methods described in clause 9.13 would not be
 5 appropriate in this particular case."

6 So you can see what advice the building control
 7 officer was giving, and that's been sent to you.

8 Now, Mr Kay sends this to you with no covering
 9 email. Can you recall speaking to him about it around
 10 this time?

11 A. Quite possibly.

12 Q. Do you have any recollection of what you discussed?

13 A. No.

14 Q. Now, you deal with this email in your witness statement,
 15 if we can just look briefly at that, so back to your
 16 statement and page 5 {SIL00000298/5}, paragraph 25. You
 17 say here:

18 "I believe that Mr Hoban was confused between the
 19 requirements of a firestop and cavity barrier. This is
 20 still an ongoing misinterpretation of Approved
 21 Document B. To this day, I still get professionals
 22 requesting 120 minutes fire resistance, despite having
 23 explained to them that on testing to BS 8414-1 or
 24 BS 8414-2, the maximum achievable is 30 minutes due to
 25 the duration of the test, regardless of the performance

23

1 of the cavity barrier, the façade is always the weak
 2 link. In this respect, although Diagram 33 of Approved
 3 Document B details the requirements, some professionals
 4 choose to ignore this diagram and still request that the
 5 fire resistance of the barrier should meet with the fire
 6 resistance of the floor i.e. 120 minutes. However,
 7 installing a 120-minute fire barrier is not required and
 8 will not increase the performance of the cladding
 9 element."

10 So you give your explanation there as to why you
 11 think Mr Hoban was confused at this point.

12 Just going back to the main part of that paragraph
 13 on the previous page, I think you have made this point
 14 already, but can you explain why you're referring to the
 15 8414 testing there and the maximum achievable being
 16 30 minutes due to the duration of the test? Why are you
 17 referring to that in this context?

18 A. Because you're looking at a system performance overall,
 19 and the weakest link in the system performance is not
 20 the cavity barrier. The cavity barrier is -- are not
 21 magic. (inaudible) 20. As we discussed yesterday, if
 22 you have, for example, a fire door tested for two hours,
 23 and you install it into a wall that is one hour, the
 24 weakness is not the fire door, the weakness is the wall.
 25 So therefore the performance of the door, although it's

24

1 proved for two hours, is reduced to one hour. And
 2 that's exactly the same in this situation. If you've
 3 got -- you can install 120-minute fire barriers, yeah.
 4 On test, they will give you 120 minutes, on a furnace
 5 test. But if you put them into a system test, they are
 6 not the weak link, the weak link are other elements, and
 7 the maximum achievable duration of the test is
 8 30 minutes because it's a 30-minute test.
 9 Q. Yes.
 10 Did you ever explain this to the professionals on
 11 the Grenfell project who were seeking your advice from
 12 time to time? Did you ever explain: the façade is
 13 always the weak link, and explain this link back to the
 14 8414 test and why it was that part of the system that
 15 they really needed to be focused on rather than the
 16 cavity barriers?
 17 A. Unless there's an email, I haven't.
 18 Q. In terms of why you have not raised those limitations,
 19 can we refer back to the answers that you just gave
 20 a moment ago when I was asking you why you never raised
 21 these risks with the professionals in the Grenfell
 22 project.
 23 A. Well, it comes back to: we have got no design
 24 responsibility on the project. We are not contracted
 25 for design. There's fire engineers, there's

25

1 consultants, there's architects, there's approving
 2 authorities. They're the ones who are responsible for
 3 the project.
 4 Q. Now, you say at paragraph 26 of your witness statement
 5 on page 6 {SIL00000298/6} -- we don't need to go to
 6 it -- that it's likely that you spoke to Mr Kay about
 7 this email, although you're not able to specifically
 8 recall. Does that remain the position, that you can't
 9 recall specifically discussing this with Mr Kay,
 10 although you think you probably would have done?
 11 A. Correct.
 12 Q. We can see, moving forward with the documents, if we go
 13 to {SIL00000070} that Mr Kay responded to Mr Hoban's
 14 email. This picks up on something you were mentioning
 15 earlier, that Ricky Kay goes back in this email to
 16 Ben Bailey and John Hoban, and he says, this is
 17 30 March 2015:
 18 "All,
 19 "Please can somebody forward over a drawing of the
 20 build-up of the cladding so that my Technical Officer
 21 can evaluate and forward an official response with
 22 a SIDERISE product specification."
 23 When he is referring there to "my Technical
 24 Officer", is that you that he's referring to?
 25 A. Yes, he is.

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1 Q. Yes.
 2 So it's right, isn't it, that you considered that
 3 you needed a drawing of the overall build-up in order to
 4 provide an official response from Siderise; yes?
 5 A. Yes.
 6 Q. If we now turn to the response to this, {HAR00004006},
 7 we can see from this that, on 30 March 2015, Ben Bailey
 8 of Harley responds to Ricky Kay, copying in Kevin Lamb
 9 and Mark Stapley for Harley, and he says:
 10 "Please see details attached showing the section
 11 through the system and general location of firebreaks
 12 relative to window frames in the cladding zone.
 13 "Best Regards,
 14 "Ben."
 15 Then we can turn to the drawing that he attached,
 16 the first drawing. This is at {HAR00004008}.
 17 Just to note in that covering email that Mr Bailey
 18 was talking about "see [the] attached showing the
 19 section through the system and the general location of
 20 firebreaks relative to the window frames in the cladding
 21 zone", and this is what he's attached; yes?
 22 A. Yes.
 23 Q. At this time.
 24 You say in paragraph 28 of your statement
 25 {SIL00000298/6} -- we don't need to go to it -- that you

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1 weren't copied in to this email, however it was either
 2 forwarded to you or shown to you as you then marked up
 3 this drawing requesting three sections which you
 4 labelled as A-A, B-B and C-C.
 5 So that's the drawing, and we can see the firebreaks
 6 on it, the horizontal ones below, and the vertical ones
 7 on the column, yes, to the sides?
 8 A. Yes.
 9 Q. Then if we turn to the next document in the run,
 10 {RYD00037412}, we can see that Ricky Kay has responded
 11 to Ben Bailey saying:
 12 "To enable us to assess, please see attached mark up
 13 of section drawings that are required by my Technical
 14 Officer."
 15 If we turn to the mark-up, this is at {RYD00037413},
 16 and if we could blow that up, what we see is some red
 17 pen annotations on this drawing where you've identified
 18 three sections, section A-A, B-B and C-C; yes? Can you
 19 see those?
 20 A. Yes.
 21 Q. Is this your writing?
 22 A. Yes, it is.
 23 Q. You have indicated, we can see from the label there,
 24 that you want section A-A going through the cladding,
 25 you want section B-B going through the cill, and you

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1 want section C-C showing that total section, so you can
 2 see the whole thing.
 3 A. The full build-up.
 4 Q. Yes.
 5 If we turn now to Mr Bailey's response to this
 6 request for sections, this is at {HAR00019401}, we can
 7 see that Ben Bailey responds on 30 March 2015 to
 8 Ricky Kay and copies you in:
 9 "Ricky as discussed the two drawings attached
 10 represent section A-A (window head) and B-B (window
 11 cill) which can be combined to create C-C, as we don't
 12 have a drawn detail to cover what Chris is requesting."
 13 Do you see that?
 14 A. Yes.
 15 Q. Did that strike you as odd, that they couldn't give you
 16 the combined section C-C, they were only going to give
 17 you the window head and the window cill details
 18 separately but not the whole section?
 19 A. Yes. I would have expected to see section C-C because
 20 it gives you the full picture of the make-up.
 21 Q. Yes, and on other cladding projects, if you had
 22 requested that, would you have normally been provided
 23 with that?
 24 A. It's normal, standard construction process.
 25 Q. Yes.

1 Mr Bailey's indicating here that it would be
 2 sufficient simply to imagine combining these drawings to
 3 create C-C; was that sufficient, in your view?
 4 A. With my experience of façade curtain wall design,
 5 I could combine the two --
 6 Q. Right.
 7 A. -- to understand what was going on, although section C-C
 8 would have clarified it.
 9 Q. Yes.
 10 Were you ever given any explanation as to why Harley
 11 couldn't provide that full section --
 12 A. No.
 13 Q. -- drawing to you?
 14 We can see that in these emails people have been
 15 referring to firebreaks as opposed to cavity barriers or
 16 firestops. Was it common in the industry at this time
 17 for people to be referring to firebreaks as opposed to
 18 using the technical definitions in ADB?
 19 A. It's still common today. People do not use the correct
 20 terminology. They mix up cavity barriers with
 21 firestopping, they call them smoke stops, they call them
 22 firebreaks.
 23 Q. Yes.
 24 A. There's common errors in the industry.
 25 Q. Yes.

1 In your experience, does that sometimes have the
 2 potential to cause confusion to professionals working on
 3 projects if they're not using the correct language for
 4 those items of construction?
 5 A. It depends on how they caveat the definition of
 6 "firebreak". If they say it's a 30-minute firebreak,
 7 then generally people in passive fire protection know
 8 that's a 30-minute cavity barrier.
 9 Q. Yes, I see.
 10 If we go, then, to look at paragraph 30 of your
 11 witness statement at this point on page 7
 12 {SIL00000298/7}, what you tell us here is that therefore
 13 you proceeded based on the information that you had been
 14 provided with by Mr Bailey, and you say:
 15 "Although I believed Mr Hoban to be confused as to
 16 the requirements (as explained above), as Ricky Kay had
 17 already explained the requirements of Approved
 18 Document B and this appeared to have been rejected,
 19 I proposed a solution to meet with the higher fire
 20 resistance that Mr Hoban was requesting."
 21 Then if we can turn to the email that you sent with
 22 that proposed solution, this is at {HAR00018971}, this
 23 is an email that you sent to Mr Bailey, Ben Bailey, and
 24 to Ricky Kay on 30 March 2015, and you say in the first
 25 paragraph:

1 "I have reviewed the drawings sent over and sketch
 2 a proposal to alleviate the issues raised by the
 3 [building control officer] ..."
 4 That's what you mean by "BCO"; yes?
 5 A. Yes.
 6 Q. "... also on the second page of the attachment I have
 7 highlighted the weak link so to speak in terms of fire
 8 and I think the BCO would have also noticed this."
 9 We will come back to that weak link in a moment.
 10 You say this in the second paragraph:
 11 "The proposal requires the installation of
 12 [horizontal] 90/60 product in two layers one at the head
 13 of the window aligning with the compartment floor and
 14 the other at the top of the existing up stand, therefore
 15 two layers of 60 minutes protection that overall would
 16 provide if tested over 120 minutes protection, at the
 17 window locations."
 18 Now, is that paragraph effectively describing that
 19 doubling up option that you were proposing as part of
 20 this email?
 21 A. Yes, and it's the -- in Approved Document B, there is
 22 a requirement, if needed for the compartment floor, to
 23 extend the compartmentation to the external leaf of the
 24 building, so you're extending the compartmentation to
 25 that leaf regardless of the fire performance of that

1 external leaf .
 2 Q. Yes.
 3 A. That is documented in Approved Document B.
 4 Q. Yes. Yes, thank you.
 5 We saw in the first paragraph that you've also
 6 highlighted what you're calling the "weak link so to
 7 speak in terms of fire"; yes?
 8 A. Yes.
 9 Q. You prepared two sketches, is this right: the first was
 10 to show the proposed solution to the building control
 11 officer's requirements; yes?
 12 A. Yes.
 13 Q. And the second was to highlight the weak link in terms
 14 of fire as you saw it based on the design at the head of
 15 the window; yes?
 16 A. Yes.
 17 Q. And they were separate drawings and had separate
 18 purposes; is that right?
 19 A. Correct.
 20 Q. Right.
 21 Is it right that you were flagging the weak link
 22 point regardless of what solution was ultimately adopted
 23 as to the 120 minutes' fire resistance?
 24 A. Correct.
 25 Q. If we can look at this point at paragraph 31(c) of your

1 witness statement on page 8 {SIL00000298/8}, we can see
 2 you're dealing with this point at this point in your
 3 statement, and you say:
 4 "My email also refers to the marked up A-A where
 5 I identified a 'weak link for fire'. By this, I was
 6 highlighting that there was nothing to stop fire in
 7 an internal compartment moving to an external cavity.
 8 The window head interface with the structure shows that
 9 there is a gap. It needed some form of protection.
 10 There should have been a design to protect this. As
 11 a supplier of a product, Siderise was not obliged to
 12 provide any general advice about fire safety and
 13 compliance with the Building Regulations and associated
 14 guidance. However, in this instance, I did highlight
 15 the weak link I identified despite it not relating
 16 directly to cavity barriers. It was a clear error and
 17 I felt I should highlight it. In my opinion Harley
 18 and/or Building Control should have picked it up
 19 already. It was their issue to deal with. I would have
 20 expected Harley to raise this issue with the main
 21 contractor by way of a Request for Further Information
 22 (RFI). A design should then have been designed and
 23 detailed and put in place by the main contractor and/or
 24 Harley."
 25 So, in other words, the design that Harley had sent

1 you showed a gap between the head of the window and the
 2 cavity barrier, and you were concerned that that might
 3 provide a route for fire spread out of a flat and into
 4 the cavity at the head of the window; is that right?
 5 A. I'll correct you on that: it's a gap between the
 6 structure and the head of the window.
 7 Q. Yes, I understand.
 8 A. Not a gap between the window head and the
 9 cavity barrier, a gap between the window head and the
 10 structure.
 11 Q. Yes, I understand. We'll look at the drawing in just
 12 a moment, so you can help make that point then when we
 13 get to the drawing.
 14 When you said that the gap needed -- you talk about
 15 it needing some form of protection; what did you have in
 16 mind when you drew attention to this?
 17 A. We're not responsible for the design. There could have
 18 been a whole number of ways of that gap not being there.
 19 The location of the window could have been moved back to
 20 align with the concrete and sealed to the concrete.
 21 There could have been metal pressings, there could have
 22 been plasterboards, there could have been all sorts of
 23 things in there that -- we're not the designers of it.
 24 But from the drawing, there was no obvious closure of
 25 that gap.

1 Q. Yes.
 2 Let's just look at your sketches, actually, while
 3 we're discussing this, because it's going to be easier
 4 to have it in front of us. If we go to
 5 {HAR00003948/2} -- we will come back to page 1 in
 6 a moment -- this is the point at which you highlighted
 7 the weak link for fire, and is that your writing in red?
 8 A. Yes.
 9 Q. With the bubble around the weak link?
 10 A. Yes, it is.
 11 Q. The point you were just making about it being a gap
 12 between the concrete and the cavity barrier, can you
 13 explain what you mean by that?
 14 A. If you look at the drawing, where you have the ceiling
 15 level drawn, you can see in dotted line the existing
 16 frame of the window. That existing frame would have
 17 been sealed to the concrete, so therefore would have
 18 given you a protection from any direct passage of fire
 19 out into that external cavity.
 20 Now, the window being replaced, the aluminium window
 21 within the cloud bubble is outside of the building line,
 22 the building line being the concrete.
 23 Q. Yes.
 24 A. So there is a gap between that window frame and the
 25 concrete. They've got bracketry and things drawn in

1 there, but the brackets are normally localised, two to
 2 three per window, so there would have been a gap from
 3 the internal to the external.
 4 Q. Yes.
 5 A. How they would have sealed it or what they would have
 6 sealed it with ... but their drawings are very basic.
 7 Q. Right, yes. Were these more basic than you would have
 8 expected to receive for a project --
 9 A. It depends. This could have been an installation
 10 drawing and there could be other drawings that gave more
 11 detail.
 12 Q. Yes.
 13 A. There are many thousands of drawings on a project.
 14 Q. Yes.
 15 A. We don't see all of them, we only see what we're given,
 16 so we can only comment on what we are given.
 17 Q. Yes, I understand.
 18 Would it have been possible to position the
 19 cavity barrier immediately at the head of the window?
 20 A. If it did, if you dropped that cavity barrier down, it
 21 wouldn't have made a difference, you've still got the
 22 gap between the window frame and the structure.
 23 Q. Yes, I see.
 24 Just to be clear, you describe it as a clear error;
 25 did you think that that should have been obvious to

1 anybody looking at the drawings?
 2 A. That should have been picked up by any of the senior
 3 project team.
 4 Q. Yes. And by the building control officer?
 5 A. Should have been picked up -- like I said, it should
 6 have been picked up by anybody in the senior project
 7 team.
 8 Q. Yes.
 9 Now, the drawings that Harley sent you -- and if we
 10 go back to the sketch at the top, page 1
 11 {HAR00003948/1}, just to be clear, what you have done on
 12 this sketch is you've suggested your doubling-up
 13 solution on the right-hand side; is that right?
 14 A. Yes.
 15 Q. So what you've done is, above each window, you've put
 16 two cavity barriers, both of 90/60, to give you 180/120
 17 protection; yes?
 18 A. Yeah, as you go up the building, you would have --
 19 you've got one at the cill, one at the head, one at the
 20 cill, one at the head, as you go up the building.
 21 Q. Yes. Just to be clear, that doesn't solve the problem
 22 with the head of the window, does it, that you're
 23 addressing in the next sketch?
 24 A. No, not at all.
 25 Q. This was just your doubling-up solution for the

1 building control officer who wanted 120; yes?
 2 A. In reality, the windows should be further into the
 3 building to align with the existing structure.
 4 Q. Yes.
 5 Now, these drawings that Harley had sent you did not
 6 include any cavity barriers at either the jambs of the
 7 window or the cill of the windows. Did you notice that
 8 at the time?
 9 A. The vertical cavity barriers are drawn on the drawing,
 10 and without knowing the make-up of all the bracketry
 11 that's within the rainscreen system, the verticals
 12 seemed to be logically as close as possible within that
 13 window zone.
 14 Again, the fire strategy should be detailing these
 15 things. It's ... the vertical cavity barriers are
 16 there. It appears from this to be contained within one
 17 compartment. The fire strategy would be the document
 18 that would enforce the use of cavity barriers around the
 19 windows completely as well. We weren't party to any of
 20 that design discussion on the project.
 21 Q. I see. So I think what you're saying in terms of the
 22 jambs of the window is that -- is this right? -- it
 23 wasn't entirely clear from this drawing whether or not
 24 the vertical cavity barriers were as close to the
 25 windows as they could be; yes?

1 A. Yes.
 2 Q. Right.
 3 What about the cills of the window? I mean, we can
 4 see in the basic drawing that's been sent to you there
 5 is nothing remotely in the location of the cill of the
 6 window.
 7 A. That's why I've drawn it in.
 8 Q. Yes, with the dotted line?
 9 A. Yes.
 10 Q. Right. So if we look on the right-hand side, that
 11 cavity barrier you've added there at the cill location,
 12 it's not immediately at the cill, is it, it's still
 13 a little bit below it; yes?
 14 A. In all fairness, what's drawn there is a schematic.
 15 Q. Yes.
 16 A. I'm not responsible for the overall design.
 17 Q. I see.
 18 A. It's a schematic drawing from the very poor drawings
 19 that were given by Harley.
 20 Q. Yes, I understand. But did you intend that somebody
 21 looking at these annotations would appreciate from what
 22 you have put here that there also ought to be
 23 cavity barriers at the cill of the window?
 24 A. There should be, but like I said, the design team for
 25 the project, including the fire engineer and the

1 fire strategy, they would have -- they should have
 2 discussed the locations of all cavity barriers on the
 3 project. There should be a -- within the fire strategy,
 4 there should be clear drawings laying out the location
 5 of cavity barriers and firestopping on the project.
 6 Q. Yes. Did you ever say that to Harley? Did you ever say
 7 verbally around this time, "These drawings are very,
 8 very basic drawings, you should have something better
 9 than this"?
 10 A. Not my place to do that.
 11 Q. Yes.
 12 Did you ever raise this weak link point any more
 13 widely than we see in these emails? Did you ever
 14 discuss it with anybody subsequently?
 15 A. No.
 16 Q. Let's return to your covering email, {HAR00018971}.
 17 This was the covering email we looked at earlier where
 18 you sent these sketches.
 19 Just looking at the third paragraph down now, you
 20 say:
 21 "Please note that without specific details of the
 22 overall construction of internal linings and or sight of
 23 the Fire Strategy for the project I can only offer the
 24 proposal above, and as this is a refurbishment I would
 25 imagine that the internal linings will remain in situ

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1 and made good to openings only, which does not aid the
 2 fire strategy."
 3 Now, can you explain to us why you said that in this
 4 email?
 5 A. On refurbishment projects, it's quite -- from that
 6 drawing you can see there's an existing window frame.
 7 They do not -- on residential refurbishment projects,
 8 they don't move the residents out, so the existing
 9 window frame would have remained in place until the
 10 external items had been installed. Then they would
 11 remove, or crudely remove, the internal frame. From
 12 that drawing, they're quite clearly leaving the frame in
 13 place and making good around. It's a refurbishment
 14 strategy.
 15 Q. Yes. Yes.
 16 Did you feel that you were able to advise without
 17 sight of that fire strategy for the project?
 18 A. No, because, like I said, I'm -- at Siderise, we're not
 19 contracted to the project for the fire strategy. There
 20 would be a higher end fire engineer and/or business that
 21 would write a specific fire strategy for the project --
 22 Q. Yes.
 23 A. -- detailing all the requirements for the safe --
 24 Q. Yes.
 25 A. -- use of the building in the event of a fire.

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1 Q. Yes.
 2 Mr Kay says in his witness statement -- for the
 3 transcript, this is at page 2 {SIL00000304/2},
 4 paragraph 7 -- that Siderise always request as much
 5 information as possible from the customer, in particular
 6 the fire strategy; yes?
 7 A. Yes, that's correct.
 8 Q. How might the fire strategy have influenced or changed
 9 your advice?
 10 A. It wouldn't, quite honestly, have changed my advice that
 11 I gave, but it would have given me a further insight as
 12 to how this was going to be constructed.
 13 Q. Yes.
 14 A. But without sight of those documents, I can't really
 15 comment on the quality of what that document would have
 16 been.
 17 Q. Yes.
 18 A. But I would expect cavity barriers to be defined in the
 19 fire strategy, I'd expect compartmentation to be defined
 20 in the fire strategy, and that's not just in terms of
 21 fire performance, but actual location and where they
 22 would expect to see these components of passive fire
 23 protection.
 24 Q. Yes, yes. Yes, thank you, that's helpful.
 25 Mr Kay goes on to say that fire strategies are

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1 rarely provided on construction projects when they're
 2 asked for by Siderise. Do you agree with that?
 3 A. Leading up -- rolling back a few years pre-Grenfell, we
 4 would request fire strategies. Quite a few -- the
 5 initial response would be, "Well, we haven't got one".
 6 Depending on the relationship with the customer, you
 7 might say, "Well, you have got one because you used it
 8 in your tender documents", because as a business, if you
 9 were -- as a façade business, if you're tendering
 10 a project, the fire strategy should be part of your
 11 tender documents that you receive.
 12 Now, without fail, every time I ask for
 13 a fire strategy, it appears.
 14 Q. Right. Yes. That's post the Grenfell fire; yes?
 15 A. Correct.
 16 Q. Yes.
 17 A. And that's not to say there are more fire strategies,
 18 there's still the same quantity of buildings and there's
 19 still the same quantity of fire strategies, it's just
 20 now that the façade industry are more aware.
 21 Q. Yes, thank you.
 22 Now, for completeness, we can see that on
 23 2 April 2015, if we go to {SIL00000158}, this is
 24 an email a couple of days later from Mr Bailey to
 25 Mr Kay, copying you in. So Ben Bailey to Ricky Kay and

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1 copied to you on 2 April 2015. He says:
 2 "Morning Ricky,
 3 "As discussed please see drawing attached showing
 4 the placement of the firebreak at the head of the
 5 window. The BCO has agreed to the definition of
 6 a cavity so I believe that the 30/15 equivalent product
 7 can be used?"
 8 So he is telling you in the second sentence of this
 9 email that the building control officer has now agreed
 10 to it being a cavity barrier ; yes?
 11 A. Yes.
 12 Q. If we just look at the drawing that was sent through at
 13 this point, {HAR00014533}, what we can see is what was
 14 sent appears to be -- well, we know it to be one of the
 15 Studio E tender drawings, and if you look in the top
 16 right--hand side, we can see that Mr Bailey, Ben Bailey,
 17 has highlighted a proposed section. If we could blow
 18 that up a little , what we can see is that in this
 19 drawing, in fact the cavity barrier is placed
 20 immediately at the head of the window; do you see that?
 21 A. Yes.
 22 Q. Do you remember looking at that --
 23 A. No.
 24 Q. -- when it was sent through?
 25 A. No.

1 Q. Did you ever have any further discussions with Harley,
 2 Mr Bailey or Mr Lamb, about this --
 3 A. No.
 4 Q. -- after this time?
 5 Again, just for completeness, we can see you respond
 6 on the same day, if we can go to {SIL00000169}. This is
 7 you to Mr Bailey and Mr Kay, 2 April, same day, and you
 8 say:
 9 "Hi Ben,
 10 "Sense at last from the [building control officer],
 11 so I take it the meeting for Tuesday is not needed, if
 12 you need any further assistance in the future please do
 13 not hesitate in contacting us."
 14 So just to be clear , did you ever receive any
 15 confirmation back from Harley that they had understood
 16 the point you were making about the weak link at the
 17 head of the window?
 18 A. No.
 19 Q. And you didn't follow up on that at any stage
 20 afterwards?
 21 A. No.
 22 Q. Sorry, did you say "No" just then?
 23 A. I said "No", yes.
 24 Q. Right.
 25 Given that you were flagging a potential life safety

1 fire issue, did it occur to you to follow up on it and
 2 to check that Harley had understood the point you were
 3 making?
 4 A. I'd given the advice in good faith to the project. They
 5 should be experienced enough to heed that warning, and
 6 there's others there who are responsible for the design
 7 of the project. We weren't responsible for the design.
 8 They could have been using, like I said, a whole host of
 9 different materials, not Siderise materials, to close
 10 that gap.
 11 Q. Yes.
 12 A. It wasn't evident from that drawing.
 13 Q. Yes.
 14 Can we go now to {HAR00019012/2}. These are some
 15 exchanges that occurred in June 2015 on the subject of
 16 vertical cavity barriers and some queries that were
 17 raised.
 18 So in the middle of the page there, on page 2, we
 19 can see that on 17 June 2015 Ben Bailey emails
 20 Ricky Kay, subject, "Grenfell Tower Vertical
 21 firebreaks". He says:
 22 "I'm after some technical advice ... we are putting
 23 vertical firebreaks up the building where there are
 24 party walls. I've marked where these are on the
 25 attached drawing; will we have to install the verticals

1 anywhere else (like on the corners of the building) so
 2 we don't fall foul of some regulation etc?"
 3 So that's the request.
 4 Then we can see from the bottom of page 1 in this
 5 chain {HAR00019012/1}, if we go up to the bottom of
 6 page 1, that Mr Kay forwards this email to you for
 7 a response. He says:
 8 "Hi Chris,
 9 "Please may I ask you to respond to the below email
 10 from Ben with some advice about the locations of the
 11 vertical fire barriers. Marked up drawing attached."
 12 Then we can see from the top email at page 1 that
 13 you respond, and you say:
 14 "Hi Ben,
 15 "We need further information in order to response as
 16 follows ... "
 17 This is you to Ricky Kay, copying in Ben Bailey, and
 18 you say you need elevations, the fire strategy report,
 19 and then NHBC or not. Then:
 20 "Upon receipt Barnaby will be able to respond
 21 accordingly."
 22 Now, can you explain briefly why you considered that
 23 you needed those documents to be able to provide
 24 a response?
 25 A. They'd only sent over a blurred floor plan for the

1 building, just one section out of the building. In
 2 order to understand the -- how the floor plan is made
 3 up, you need more information, and this is -- again, you
 4 see I'm asking for the fire strategy, because in the
 5 fire strategy it should be clear as to where the
 6 vertical breaks are --
 7 Q. Yes.
 8 A. -- in there.
 9 Q. Yes.
 10 A. I'm asking about the NHBC or not because Approved
 11 Document B requires vertical barriers at party wall
 12 locations or a change in direction on the building; NHBC
 13 have got a higher requirement, they require them every
 14 6 metres.
 15 Q. Yes.
 16 A. So I just needed to understand what was required for
 17 that --
 18 Q. Yes.
 19 A. -- element of works.
 20 Q. You have told us at paragraph 35 of your witness
 21 statement {SIL00000298/9} -- we don't need to go to
 22 it -- that you cannot recall and can find no trace of
 23 ever receiving these documents or a response to these
 24 queries from Harley; is that correct?
 25 A. That's correct.

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1 Q. Do you ever remember chasing up on this request?
 2 A. It'd come out in the next chain of emails. This was
 3 happening very, very quickly. I sent this email and
 4 then a phone call between myself and Ben Bailey to agree
 5 the locations on them.
 6 Q. Right.
 7 A. They're under pressure on site to get this work done.
 8 Q. Right.
 9 A. So this is normal. It happens in the construction
 10 industry all too often, unfortunately. You put in
 11 a request for information and then you get an irate site
 12 manager ranting, wanting the information now --
 13 Q. Yes.
 14 A. -- without giving you the full picture.
 15 Q. Yes, I see.
 16 Let's turn to that email, {SIL00000108}. This is
 17 an email from Mr Ben Bailey to you dated 22 June 2015,
 18 and he says:
 19 "Chris.
 20 "To confirm my understanding from our conversations,
 21 we need vertical firebreaks on the columns (grids A1,
 22 A5, D1 and D5) as well as the party walls?"
 23 So as you just said, a conversation happened on the
 24 telephone --
 25 A. Yes.

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1 Q. -- where Mr Bailey pressed you for advice?
 2 A. Yes.
 3 Q. How were you able to give advice to him if you hadn't
 4 received the documents you'd requested?
 5 A. That would have been discussed during the phone call and
 6 I -- it would have been a case of, "We just need to
 7 know, are they needed on various locations", which
 8 I confirmed to him, and there should be a diagram here
 9 marked up where they are required.
 10 Q. Yes.
 11 A. So I was just responding to the information that was
 12 given, for -- they didn't have -- whether they didn't
 13 have the fire strategy or the other documents, I can't
 14 say, but certainly from the timescale of the date stamp
 15 and time stamp on my request to this phone call, it's
 16 a case of: the email's received and has phoned in before
 17 the end of the day to get this resolved.
 18 Q. Yes, yes.
 19 Would you agree from this exchange, and from other
 20 exchanges that we've seen, that Harley was relying on
 21 you and Siderise generally for design advice in relation
 22 to cavity barriers?
 23 A. I wouldn't say it's design advice, I would say --
 24 Q. How would you categorise it?
 25 A. It's ... they're looking for advice as to the locations

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1 of the cavity barriers. We're not responsible for the
 2 design. They should themselves be fully conversant with
 3 location requirements of the cavity barriers from
 4 Approved Document B and from the fire strategy on the
 5 project.
 6 Q. Yes. Did it concern you that Harley appeared to be
 7 dependent on your advice as to where to place
 8 cavity barriers and did not appear to have any
 9 independent expertise in the matter?
 10 A. Even today we still get queries even from façade
 11 consultants and fire consultants as to, "Can you clarify
 12 the location of cavity barriers?"
 13 Q. Right.
 14 A. So it's not unique to Harley. We still get enquiries
 15 today.
 16 Q. Yes. And back then, was that normal at the time, for
 17 a specialist cladding subcontractor to repeatedly
 18 approach a manufacturer for advice on cavity barriers?
 19 A. Yes.
 20 Q. Just finally on this topic, did you ever provide Harley
 21 with any advice about the positioning of cavity barriers
 22 within the architectural crown at the very top of the
 23 building?
 24 A. I wasn't even aware there was a crown --
 25 Q. Right.

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1 A. -- up the building -- like I said, in that email, when
 2 I've asked them for the elevation drawings, the
 3 fire strategy --
 4 Q. Yes.
 5 A. -- if they had supplied that information to me, I may
 6 have been able to see what else was going on, but we can
 7 only respond to the information that we are given.
 8 Q. Yes.
 9 A. We're not contracted as part of the design team so we
 10 don't have access to all the documents.
 11 MS GRANGE: Right.
 12 Now, my final topic is about installation and
 13 post-fire inspection.
 14 If we go to paragraph 55 of your witness statement
 15 on page 14 {SIL00000298/14} --
 16 SIR MARTIN MOORE--BICK: Ms Grange, forgive my interrupting
 17 you, but do you have any idea how long this final topic
 18 might last?
 19 MS GRANGE: It's fairly brief, Mr Chairman. I've got about
 20 six or seven pages of notes. I may not get it done in
 21 five minutes, but I would be reasonably confident of
 22 getting it done in 10 to 15 minutes, if I could be
 23 permitted to keep going, and then we could have the
 24 morning break, at which time further questions could be
 25 suggested.

1 SIR MARTIN MOORE--BICK: Right. Well, I'm happy to do that,
 2 but I thought we ought, just out of courtesy, ask
 3 Mr Mort.
 4 Are you happy to carry on a bit longer, Mr Mort,
 5 while we try and finish this line of questions?
 6 THE WITNESS: Yes, certainly.
 7 SIR MARTIN MOORE--BICK: Yes.
 8 On you go, then, Ms Grange.
 9 MS GRANGE: Thank you very much.
 10 So if we go to page 14 {SIL00000298/14},
 11 paragraph 55, you tell us there that:
 12 "On the 18th July 2018 [so just over a year after
 13 the fire occurred], I attended Grenfell Tower to review
 14 the installation of the remaining cavity barriers on the
 15 project in areas of undamaged cladding and fire damaged
 16 cladding."
 17 Then you provide us with a number of comments.
 18 Is it right that at that inspection you were able to
 19 inspect the installation of the remaining
 20 cavity barriers both in areas of undamaged and fire
 21 damaged cladding; yes?
 22 A. Yes.
 23 Q. Then between paragraphs 56 and 60 of your witness
 24 statement, you set out basically a list of problems that
 25 you identified with the installation of the

1 cavity barriers ; yes?
 2 A. Yes.
 3 Q. Now, I don't want to spend time reading that all out, so
 4 what I'll endeavour to do is just to summarise the
 5 problems you have identified, but please do correct me
 6 if I've summarised them unfairly or incorrectly.
 7 So at paragraph 56 you're essentially saying that in
 8 some locations you were unable to identify support
 9 brackets or holes for support brackets, which suggested
 10 to you that cavity barriers either had not been
 11 installed at all or had been installed incorrectly
 12 without support brackets and perhaps with some silicone;
 13 yes?
 14 A. Yes.
 15 Q. What would be the effect of installing the
 16 cavity barriers with silicone rather than support
 17 brackets?
 18 A. They're not installed in accordance to our guidance and
 19 in accordance with how they're tested.
 20 Q. Yes.
 21 A. Therefore they're non-compliant.
 22 Q. Yes.
 23 Then at paragraph 57 that begins at the bottom of
 24 page we're looking at there {SIL00000298/14}, you tell
 25 us that in areas where the cladding was undamaged, the

1 horizontal cavity barriers you observed were not
 2 installed in accordance with published installation
 3 guidelines and, in particular, the gaps were too wide
 4 and therefore would not have been closed by the
 5 intumescent; yes?
 6 A. Yes. We talked about the very large differences in
 7 installation guidance. Instead of it being
 8 a 25-millimetre gap, you've got a 140-millimetre gap.
 9 That's way beyond any form of sensible parameters.
 10 Q. Yes.
 11 In respect of vertical cavity barriers, you noticed
 12 that in some places the horizontal support brackets had
 13 been used, thereby piercing the end of the
 14 cavity barrier ; yes?
 15 A. Yes.
 16 Q. Just to be clear, from recollection, when you looked at
 17 the vertical cavity barriers, did you actually see
 18 full fill vertical cavity barriers having been installed
 19 in that vertical position?
 20 A. There were vertical barriers in there, but there was
 21 gaps and things. Without seeing the photographs of the
 22 full report, I ... it's difficult to comment.
 23 Q. Right, yes. It's just because a number of the Inquiry's
 24 experts have seen horizontal barriers, and we have
 25 photographs of those, installed in the vertical

1 position. Did you see any evidence of that?
 2 A. We only could see the barriers that were there at the
 3 time. They could have been removed.
 4 Q. Right, I see.
 5 That piercing that you drew attention to, piercing
 6 the end of the cavity barrier, the vertical
 7 cavity barrier, what would be the impact of that
 8 piercing in terms of its fire safety properties?
 9 A. If you go back through my notes, I'm almost certain the
 10 piercing actually indicated that there was a clear void
 11 from the end of the vertical barrier to the cladding.
 12 Q. Yes.
 13 A. So the vertical barriers were totally ineffective. They
 14 weren't installed in accordance with our guidance and
 15 weren't installed as they — how they had been tested.
 16 Q. Yes. I think at paragraph 60 of your witness statement
 17 {SIL00000298/15}, you actually tell us that the vertical
 18 cavity barriers had air gaps of up to 50 millimetres.
 19 A. Yes.
 20 Q. Meaning that the compartments were not sealed. So
 21 they're supposed to be full fill cavity barriers
 22 installed under compression; yes?
 23 A. Correct.
 24 Q. And in fact they've got gaps of 50 millimetres; yes?
 25 A. Yes.

1 Q. And that would render them ineffective; is that right?
 2 A. Correct.
 3 Q. Because they don't have intumescent, do they?
 4 A. That's correct.
 5 Q. At paragraph 59 {SIL00000298/15} you also tell us, as
 6 with the horizontal barriers, there were areas where you
 7 were unable to identify support brackets or holes for
 8 the vertical cavity barriers, suggesting that either
 9 they were not installed at all in those locations or
 10 they'd been installed incorrectly; yes?
 11 A. Yes.
 12 Q. Overall, how would you characterise what you saw during
 13 that inspection in terms of the quality of the
 14 cavity barrier installation?
 15 A. It is probably of the poorest standard I've ever seen.
 16 Q. Right.
 17 You tell us at paragraph 61 of your statement at the
 18 end of page 15 that if you had been asked to inspect the
 19 installation during the construction, and it follows
 20 logically from your previous answer, that you would have
 21 said they were non-compliant and you would have
 22 instructed corrective actions, by which I think you mean
 23 remedial work to take place to correct all of it; yes?
 24 A. Yes, it — we are very — there's no grey area when it
 25 comes to inspection: it's either right or it's wrong.

1 If it's wrong, and it's a minor and can be corrected, it
 2 gets corrected. If it's significantly wrong, like these
 3 barriers were, they'd have to be removed and replaced
 4 with new material.
 5 Q. Yes.
 6 Would it be fair to say that these were fundamental
 7 errors in the installation that no reasonable installer
 8 should have been making?
 9 A. Correct.
 10 Q. Now, we know it was Osborne Berry that installed these
 11 cavity barriers. Did you have any prior experience of
 12 working on projects in which Osborne Berry were
 13 involved?
 14 A. No.
 15 Q. What about Harley's installation ability, had you ever
 16 provided installation advice to Harley previously?
 17 A. I believe there was one previous project, which was
 18 a curtain wall project, where an old contact of mine,
 19 Terry Nicolls, requested some assistance on site, which
 20 I handed over to Ricky Kay.
 21 Q. Yes, we're going to come to that in just a moment.
 22 Can we just turn to something called the ASFP
 23 Red Book. This is at {SIL00002093}. This is dated
 24 June 2016, just to be clear. So this is the Red Book of
 25 firestopping by the ASFP:

1 "Fire-stopping:
 2 "Linear joint seals, penetration seals &
 3 cavity barriers.
 4 "4th Edition."
 5 Did you have any involvement in the creation of this
 6 guidance?
 7 A. Yes, I did.
 8 Q. If we go to page 67 {SIL00002093/67}, under section 9.2,
 9 there is a section headed "Installer certification", and
 10 in the first paragraph it tells us that:
 11 "Third Party Certification for installers is
 12 a process whereby the contracting company employs
 13 appropriately trained, competent staff to install the
 14 required passive fire protection system. Their work is
 15 independently audited by site inspections from the
 16 3rd party organisation and a full record system is
 17 required as part of the scheme."
 18 Then it tells us what an installer certification
 19 check involves.
 20 Then if we look below that bold text, two paragraphs
 21 down, it says:
 22 "The ASFP recommends that all passive fire
 23 protection is installed by third party certificated
 24 installers. In the case of fire-stopping this is
 25 particularly important as fire-stopping is often covered

1 up and inaccessible after installation , so it is
 2 important to get it right on installation .”
 3 So presumably, as you were involved in this
 4 guidance, you would have been familiar with these
 5 recommendations; yes?
 6 A. Yes, and similar recommendations appear in Approved
 7 Document B.
 8 Q. Did you ever have a conversation with Harley about
 9 whether they ought to be carrying out the installation
 10 of the Siderise cavity barriers using third-party
 11 certified installers ?
 12 A. No, I wouldn't have had that conversation with them.
 13 Q. Did you ever discuss in any way that the competency of
 14 the installers ought to be evaluated by Harley?
 15 A. No.
 16 Q. Then just finally , that Waylands House project that you
 17 mention, if we go to {SIL00000321/2}, this is an email
 18 dated 19 December 2014, it's in relation to the
 19 Waylands House project, and the subject is
 20 "Fire Break/Lamatherm". It's from Ricky Kay to
 21 Terry Nicolls of Harley, but it's cc'd to you. Do you
 22 see that?
 23 A. Yes.
 24 Q. Just for context, Mr Swales tells us at paragraph 66 of
 25 his witness statement {SIL00000306/17} -- we don't need

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1 to go to it -- that Siderise had supplied
 2 cavity barriers to Harley on four separate projects in
 3 2014 to 2015 and one of those was Waylands House. Does
 4 that sound right to you?
 5 A. I wouldn't have an overall view of what sales --
 6 Q. Right.
 7 A. -- would have sold.
 8 Q. Right.
 9 To your knowledge, was this the only other time that
 10 Siderise had inspected the work of Harley on a project?
 11 A. It was a function of Ricky Kay's duties. If it is the
 12 only one, it is the only one.
 13 Q. Right.
 14 A. I wouldn't be aware of Ricky's every day-to-day
 15 movements.
 16 Q. Right.
 17 We can see from the content of the email that Mr Kay
 18 says:
 19 "From my visit to site on the 17th of December,
 20 I would like to make the following comments with regards
 21 to the install of our Lamatherm [curtain walling
 22 firestopping] system in a vertical application on your
 23 development at Wayland House."
 24 Yes?
 25 A. Yes.

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1 Q. So this is curtain walling, it's not cavity barriers in
 2 cladding; yes?
 3 A. Correct.
 4 Q. And it would appear that Mr Kay had attended
 5 Waylands House to undertake an inspection.
 6 Just to be clear, were Siderise ever requested to
 7 undertake a similar inspection at Grenfell?
 8 A. No.
 9 Q. Was that service ever offered to Harley, the inspection
 10 service?
 11 A. That would have been part of the normal sales
 12 negotiation/discussion between Ricky and Harley Curtain
 13 Walling. It's a service we offer and have offered since
 14 I joined Siderise in 2002. It's always a service level .
 15 Q. Right.
 16 A. We've always offered it.
 17 Q. We don't need to go to all the detail of the email but
 18 I'm going to summarise. It appears from the text of the
 19 email that Mr Kay found a number of problems based on
 20 his inspection, including some firestops being installed
 21 in an incorrect orientation, some had been installed
 22 under insufficient compression, there were concerns over
 23 whether the correct quantity of brackets had been used,
 24 some of the firestops had been cut too small or cut
 25 poorly, leaving gaps.

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1 Now, would you agree that a number of those
 2 installation issues do appear to be similar to the
 3 problems you identified on your inspection of
 4 Grenfell Tower after the fire ?
 5 A. Different product, different magnitude.
 6 Q. I see. So --
 7 A. They -- looking at this, they -- there are issues there,
 8 but they're nowhere near the magnitude of the issues
 9 that there were on Grenfell.
 10 Q. I see. I see.
 11 So just to confirm, did this prompt any
 12 consideration within Siderise as to whether you ought to
 13 be offering to inspect the works at Grenfell Tower, just
 14 a few months later?
 15 A. Like I said, I wasn't responsible for the account.
 16 I wouldn't have put the two together.
 17 MS GRANGE: Okay.
 18 Mr Chairman, thank you for that extra time. I've
 19 come to the end of my questions. We could perhaps have
 20 the normal morning break and then we can take in any
 21 further questions.
 22 SIR MARTIN MOORE-BICK: Yes.
 23 Just so you understand where we are, Mr Mort, we
 24 will take our morning break now. We always have a break
 25 when counsel have finished asking questions, just to

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1 give them a chance to check there's nothing they have
 2 overlooked, and also to give other people who are
 3 following the hearing a chance to suggest further
 4 questions. So it's not quite the end. We will come
 5 back at 11.45, please, and at that stage we will see
 6 whether there are any more questions we need to ask you.
 7 All right?
 8 THE WITNESS: Okay, yes.
 9 SIR MARTIN MOORE—BICK: As before, please, no talking to
 10 anyone else about your evidence or anything to do with
 11 it while we're on the break.
 12 THE WITNESS: Okay.
 13 SIR MARTIN MOORE—BICK: All right? Good. See you a bit
 14 later on. Thank you very much.
 15 (11.30 am)
 16 (A short break)
 17 (11.45 am)
 18 SIR MARTIN MOORE—BICK: Welcome back, everyone. We will now
 19 see whether there are any more questions for Mr Mort.
 20 The first thing is just to check that Mr Mort can
 21 see me and hear me. Can you, Mr Mort?
 22 THE WITNESS: Yes, I can.
 23 SIR MARTIN MOORE—BICK: Good, thank you very much.
 24 Well, Ms Grange, do you have any more questions for
 25 Mr Mort?

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1 MS GRANGE: Yes, just one question, Mr Chairman.
 2 SIR MARTIN MOORE—BICK: Thank you.
 3 MS GRANGE: Yes, Mr Mort, so we saw this morning that you
 4 did review the system design drawings and you identified
 5 the weak link, despite, in your own words, it not being
 6 relevant to the cavity barriers and it not being your
 7 responsibility.
 8 Can you explain how doing that is consistent with
 9 your reasons for not alerting Harley to the risks and
 10 limitations of cavity barriers in an ACM rainscreen
 11 system?
 12 A. The system — well, the façade designers plus the whole
 13 project team should be aware under the CDM requirements
 14 of all the relevant approved documents, not just
 15 Approved Document B, but A, L, M, K, whatever approved
 16 document is relevant to that building, the project team
 17 should be fully aware of that document and the
 18 requirements of that document, and the requirements of
 19 the testing needed to comply with those documents.
 20 The weak link was such a glaring, obvious issue that
 21 I had to highlight that. There was — I could not see
 22 how that was designed to be closed.
 23 Q. Yes, I see. But the risks and limitations of
 24 cavity barriers in an ACM rainscreen system, how was
 25 that to be gleaned from the relevant approved documents

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1 at the time?
 2 A. It's within section 12 of the external wall section of
 3 Approved Document B. Like I said, we manufacture and
 4 supply cavity barriers. We're not responsible for the
 5 external wall design, panel choice or panel testing.
 6 That's the responsibility of the project team, and we
 7 have to assume that they've done their due diligence and
 8 complied with that section.
 9 MS GRANGE: Right. Yes. Thank you very much.
 10 Yes, thank you, Mr Chairman, those are all the
 11 questions that we have for this witness.
 12 SIR MARTIN MOORE—BICK: Right, thank you very much.
 13 Well, Mr Mort, not as many questions as there might
 14 have been.
 15 Anyway, it just remains, I think, now for me to
 16 thank you very much for making yourself available to
 17 give evidence to the Inquiry. I think all the members
 18 of the panel have found it really interesting and
 19 helpful to hear what you have been able to tell us, and
 20 so we are very grateful for your willingness to give
 21 evidence.
 22 There aren't any more questions for you, so now it's
 23 sufficient for me to say, well, you're free to go, and
 24 thank you very much and goodbye.
 25 THE WITNESS: Thank you and goodbye.

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1 (The witness withdrew)
 2 SIR MARTIN MOORE—BICK: Right, at this stage we will have
 3 another short break while we reorganise matters for the
 4 next witness. That will take ten minutes or so. I'm
 5 going to say we will aim to resume at midday with the
 6 next witness, or as soon as possible when all the
 7 arrangements have been made.
 8 Good, thank you very much.
 9 (11.48 am)
 10 (A short break)
 11 (12.15 pm)
 12 SIR MARTIN MOORE—BICK: Welcome back, everyone. I'm sorry
 13 about the delay, which has been slightly longer than we
 14 were expecting, but we are now ready to go on.
 15 Our next witness is Mr Richard Kay of Siderise. I'm
 16 just going to check that he is there and able to see me
 17 and hear me.
 18 MR RICHARD KAY (called)
 19 THE WITNESS: Yeah, yeah, good afternoon.
 20 SIR MARTIN MOORE—BICK: Good morning, Mr Kay.
 21 You should have on the screen in front of you the
 22 words of the affirmation which I think you're going to
 23 make. Do you have that there?
 24 THE WITNESS: I do, yeah.
 25 SIR MARTIN MOORE—BICK: Could you please then make the

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1 affirmation by reading out the words in front of you.
 2 (Witness affirmed)
 3 SIR MARTIN MOORE–BICK: Thank you very much.
 4 Now, we have to go through one or two formalities
 5 before we actually start taking your evidence.
 6 Can I ask you, please, to confirm that you're alone
 7 in the room from which you're giving evidence?
 8 THE WITNESS: Certainly.
 9 SIR MARTIN MOORE–BICK: Is that right, yes?
 10 THE WITNESS: Correct, yes.
 11 SIR MARTIN MOORE–BICK: Thank you.
 12 Can you confirm that you have no documents or other
 13 materials with you?
 14 THE WITNESS: That's correct.
 15 SIR MARTIN MOORE–BICK: Can you confirm that your mobile
 16 phone is in another room and that you don't have any
 17 other electronic device with you that is capable of
 18 receiving messages?
 19 THE WITNESS: That is accurate and correct, yeah.
 20 SIR MARTIN MOORE–BICK: Thank you very much indeed.
 21 Now, you might like to know that your legal
 22 representatives are in the virtual hearing room, that is
 23 they can follow your evidence. They have the power to
 24 intervene if they think it really urgent, but we have
 25 other means of their contacting our counsel if there are

1 problems, so I'm going to ask them to keep their
 2 microphones and cameras switched off in all other
 3 circumstances.
 4 I hope we're not going to have problems with the
 5 sound or the vision, but if we do, we'll have to take
 6 a short break while the technical support people iron
 7 them out.
 8 We will have a break for lunch at the usual time,
 9 and we also have a break halfway through the afternoon.
 10 If you need an additional break at any time, will you
 11 just indicate that and we will try and accommodate you.
 12 Is there anything you would like to ask me or raise
 13 before we start taking your evidence?
 14 THE WITNESS: No.
 15 SIR MARTIN MOORE–BICK: Thank you very much.
 16 In that case, I will ask Mr Laking to put some
 17 questions to you.
 18 Yes, Mr Laking, when you're ready.
 19 Questions from COUNSEL TO THE INQUIRY
 20 MR LAKING: Thank you very much, Mr Chairman, members of the
 21 panel.
 22 Thank you very much, Mr Kay, for attending today to
 23 give evidence. It's very much appreciated.
 24 Can I start by confirming that you can see and hear
 25 me clearly?

1 A. Correct, I can, yeah.
 2 Q. Thank you very much.
 3 If you have any difficulty understanding any of the
 4 questions that I ask you, please ask me to repeat them
 5 or to put the question in another way.
 6 If you feel you need a break at any point, as
 7 the Chairman has said, please just let us know.
 8 Please also try to keep your voice up, so that the
 9 transcribers who are on this call and are writing down
 10 what you say get a clear note of your evidence.
 11 A. Absolutely, will do.
 12 Q. One point that we ask all the witnesses: a nod or
 13 a shake of the head doesn't go down on the transcript,
 14 so please endeavour to say "yes" or "no" in answer to
 15 the questions.
 16 A. Sure.
 17 Q. Thank you very much.
 18 You have made one witness statement, so could
 19 I please take you to that. It's at {SIL00000304},
 20 please.
 21 Can I ask you to confirm, is that your witness
 22 statement?
 23 A. Yes, correct.
 24 Q. If we go to the last page, page 10, we can see it's
 25 dated 28 September 2018.

1 A. Yeah.
 2 Q. Is that your signature?
 3 A. It is indeed, yeah.
 4 Q. Have you had an opportunity to read that witness
 5 statement recently?
 6 A. Yes, I've reviewed my witness statement, yes.
 7 Q. Can you confirm that the contents are true?
 8 A. Absolutely 100%.
 9 Q. Have you discussed your statement or your evidence with
 10 anybody else before coming here to give evidence today?
 11 A. No, no.
 12 Q. So I'd like to start with some questions about your
 13 background and your experience and your role at
 14 Siderise.
 15 At paragraph 3 of your statement, that's at page 1
 16 {SIL00000304/1}, you say you have been employed by
 17 Siderise since 1 April. Can we just have a look at
 18 that. In the second line, do you see that there?
 19 A. Correct.
 20 Q. Can I ask what you did before you joined Siderise?
 21 A. I actually had a year out, went travelling, but prior to
 22 that my previous employer was Hilti GB, so within the
 23 construction sector, where I acted as manager of the
 24 Portsmouth Hilti Centre, before being then out on the
 25 road as one of their external sales representatives. So

1 I then left there some time within 2010, took a year
 2 out, like I said, went travelling, came back and joined
 3 Siderise due to my previous experience at Hilti.
 4 Q. How were you recruited to Siderise?
 5 A. My father was working for Siderise at the time. There
 6 was an opportunity that came up for an external account
 7 management role, in the construction account manager
 8 role, which I applied for, went through the standard
 9 interview processes and secured the job based on my
 10 previous experiences at Hilti.
 11 Q. Now, is it right that you were initially employed as
 12 a construction account manager? Is that right?
 13 A. It is, yeah.
 14 Q. What were the qualification requirements of that role?
 15 A. It was mainly a sales role, so there's not too many
 16 qualifications to be a sales account manager required,
 17 it was really based on my experience with Hilti. I'd be
 18 selling to similar clients, my target market was
 19 similar, being construction accounts, because it was
 20 more generalist, obviously we have systems that are not
 21 just suited for façade sector, and at the time my role
 22 was looking at interiors and façades when I was first
 23 employed for the business. So, yeah, it was a broad
 24 spectrum of sort of target market for our range of
 25 products at the time.

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1 Q. Yes, I see. Would it be fair to say, therefore, that
 2 the role didn't require any technical qualifications?
 3 A. No, I mean, obviously we had dedicated technical
 4 resources within the team, so yeah, it was more sales,
 5 business development, commercial perspective.
 6 Q. Do you hold any technical qualifications?
 7 A. No, no official technical qualifications, just outside
 8 of obviously my product knowledge within the business.
 9 I have to have a clear understanding of how our systems
 10 perform, the applications they're used in. I wouldn't
 11 be very good at my job if I didn't. So, yeah, I have
 12 a clear understanding of our products and their
 13 applications.
 14 Q. Yes, I see.
 15 Prior to joining Siderise, had you had any training
 16 or education in the application of the
 17 Building Regulations or the guidance in Approved
 18 Document B or any of the other approved documents?
 19 A. It was something I picked up on. I mean, it's part of
 20 our standard CPD delivery. So as part of the learning
 21 curve for my job role, frequently delivering scripted
 22 CPDs that are scripted by, you know, our marketing and
 23 technical teams at the time, to ensure that the external
 24 sales teams are delivering the same message to the wider
 25 market. So, yes, my understanding was really learnt

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1 from frequent delivery of things like CPDs.
 2 Q. When you are talking about CPDs there, just to clarify,
 3 that's continuing professional development that you gave
 4 rather than continuing professional development that you
 5 were subject to; is that right?
 6 A. Yeah. Obviously I shadowed many of our senior — more
 7 senior people within the business prior to then me
 8 taking over and doing — conducting CPDs myself. But
 9 like I say, the presentations were scripted, so,
 10 you know, you're going as per, you know, our marketing
 11 and technical teams' clear instruction. But, yeah,
 12 obviously as you're presenting it, you're learning about
 13 it, so that's kind of how I learnt about, you know, the
 14 regulatory requirements surrounding the products that we
 15 were specifying for use or selling for use on projects.
 16 Q. Prior to joining Siderise, had you had any training or
 17 education in respect of fire engineering?
 18 A. No.
 19 Q. At the time of the Grenfell project, were you a member
 20 of any professional bodies or organisations?
 21 A. Not personally, no.
 22 Q. You say at paragraph 3 of your witness statement
 23 {SIL00000304/1} that you were promoted to national
 24 façades manager in 2015. Do you see that there?
 25 A. I do, yeah.

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1 Q. And you confirmed that at the time of the Grenfell Tower
 2 refurbishment you were the national façades manager; is
 3 that right?
 4 A. That is correct, yeah.
 5 Q. Do you recall whenabouts it was in 2015 that you were
 6 promoted?
 7 A. Not specifically. Probably at the start of the year,
 8 I would have thought, as just part of the end of year
 9 review of roles within the business, I would have
 10 assumed. It would either be end of — so 1 April in the
 11 financial year or it would have been as of January 1, so
 12 one of the two, I can't be sure.
 13 Q. Can you describe what this new role involved, the role
 14 of national façades manager?
 15 A. Prior to that, being construction account manager, which
 16 was being more of a generalist, looking at interiors,
 17 looking at façades, we realised our focus product range
 18 was more applicable to the façade sector, and it was
 19 an area of the market which we wanted to focus on and
 20 look to generate sales. We felt we had a market-leading
 21 offer at the time from the site service, technical and
 22 product testing perspective, and we wanted to put a lot
 23 more focus on to that market sector. So I was moved
 24 into that role as a more, like I say, market-specific
 25 role, rather than just being a generalist construction

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1 account manager.
 2 Q. Can you briefly explain your role in the hierarchy of
 3 positions at Siderise?
 4 A. My role in the hierarchy of positions — I mean, at the
 5 time, being national façades manager, that wasn't
 6 management of any particular team; it was me covering
 7 the country. Living down in Brighton, not ideal
 8 geographically, but I certainly did a lot of travelling
 9 back then. So, yeah, it was really managing our
 10 national set of accounts. So when it's national façades
 11 manager, there was no particular team working underneath
 12 me, it was just me covering the country from an account
 13 management perspective of our target façade set of
 14 contractors.
 15 Q. What about senior to you, who did you report to?
 16 A. Back then I was reporting to ... it might have been my
 17 father at the time, for a very short period of time, and
 18 then Christopher Hall, who was brought in as sales
 19 director for the business. Not entirely sure off the
 20 top of my head of the timeframes there, but yeah, it
 21 kind of coincided when I moved into the national façades
 22 manager role, my father then moved into more of
 23 an export role, so global role, and at which point then
 24 both of us reported directly to the sales — new sales
 25 director, or he might have been called commercial

1 director back then, not entirely sure of the role, but
 2 that would have been Chris Hall.
 3 Q. Are you still employed by Siderise?
 4 A. I am indeed, yeah.
 5 Q. In general terms, and very briefly, can you explain to
 6 us what products Siderise manufacture and provide?
 7 A. On my side of the business that I work for — we have
 8 our special products side that are very separate to
 9 us — but they are cavity barriers and firestops for
 10 various façade types, be it masonry, ventilated
 11 rainscreen, curtain wall system, as well as various
 12 acoustic upgrades that we can provide to assisting with
 13 noise control in curtain wall buildings as well. So
 14 that — in terms of product range that I look to
 15 promote, obtain specifications for and sale, they are
 16 the set of product ranges that I predominantly deal with
 17 on a daily basis and target for sales.
 18 Q. Yes, and at paragraph 4 of your statement
 19 {SIL00000304/1}, you say that your role was to look
 20 after key accounts and generate new accounts for the
 21 business.
 22 A. Yeah.
 23 Q. Can I just ask you what you considered a key account to
 24 be?
 25 A. Market leaders, the guys that were taking on the biggest

1 contracts and obviously the contractors that we wanted
 2 to be working with on the most iconic projects. A key
 3 account for us could be based on current level of spend
 4 for an existing customer, or if they're a prospect, what
 5 their potential level of spend would be, and, yeah, they
 6 were the ones that I was targeted with focusing for
 7 direct business.
 8 Q. Now, we'll discuss Siderise's relationship with Harley
 9 in more detail later, but was Harley considered a key
 10 account?
 11 A. Not, because they weren't an already purchasing account.
 12 They were one of — a list of my key development
 13 accounts that I was sort of targeting, knowing that they
 14 secured quite a significant amount of work in and around
 15 the London and southeast area, and yeah, there were —
 16 knowledge of some of the personnel that worked there and
 17 felt that we perhaps, due to the relationship, may get
 18 a shoe-in, you know, on my standard approach. When
 19 I was prospecting, this was within which, you know, part
 20 of my role.
 21 Q. What about Celotex?
 22 A. What about Celotex?
 23 Q. Were they considered to be a key account?
 24 A. They would never have been a company that would have
 25 ever procured our materials, so no, they would not have

1 been anyone that I would have been proactively looking
 2 to engage with, no.
 3 Q. Can we turn to Mr Swales' witness statement briefly,
 4 {SIL00000306/8}. I want to look at paragraph 31.
 5 Now, Mr Swales is the chief commercial officer at
 6 Siderise; is that right?
 7 A. This is correct, yeah.
 8 Q. If we have a look at paragraph 31, it says there:
 9 "Siderise recognise that installation is crucial to
 10 the function of its product and so we do provide
 11 assistance, either through instruction via the
 12 datasheets and/or onsite training. Additionally, in
 13 September 2016 a Youtube video was launched, as well as
 14 the App (January 2016). In addition to installation
 15 training, post installation inspection is also offered.
 16 There is no additional charge for this. There has
 17 however traditionally been a slow up take to this, which
 18 is why we clarified the extent of the 'Siderise Site
 19 Services' offer and actively began to promote these in
 20 2016. Part of this was the development of an App that
 21 would provide assistance to contractors to correctly
 22 install the materials and subsequently inspect and
 23 report on the installation. The use of the App provides
 24 a standardised and detailed means of checking that the
 25 key elements of product installation have been

1 undertaken correctly.”
 2 Pausing there, we can see that the app was launched
 3 in January 2016, but Mr Swales sets out at paragraph 29
 4 {SIL00000306/7} — we don't need to turn to it — that
 5 it was trialled during 2015 with some of Siderise's key
 6 accounts.
 7 To your knowledge, was Harley involved in that
 8 trial?
 9 A. No, no.
 10 Q. What about Celotex?
 11 A. No.
 12 Q. I'm sorry, I spoke over you. Do you want to repeat that
 13 answer?
 14 A. No, Harley were not involved with any part of the
 15 development of the app, or it wasn't trialled on any of
 16 their sites.
 17 Q. What about Celotex, were they involved in its
 18 development?
 19 A. Again, we wouldn't be inspecting — Celotex wouldn't be
 20 procuring or installing our materials, so we wouldn't
 21 inspect Celotex materials, so we'd only ever inspect our
 22 own, and like I say, they were not an installer of our
 23 products, so no.
 24 Q. As at the time of the Grenfell Tower project, did key
 25 accounts qualify for different or better services from

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1 Siderise?
 2 A. I wouldn't say different or better. Maybe frequency of
 3 visits that we'd offer, and in terms of complimentary
 4 visits, we'd be more prepared to go the extra mile in
 5 terms of assisting with more frequent visits. It was
 6 all down to resource, really, but obviously the higher
 7 spending key accounts we would look to offer that —
 8 you know, go that extra mile where we could.
 9 Q. You referred there to complimentary visits; does that
 10 mean that for other accounts Siderise would charge for
 11 provision of site services and site visits?
 12 A. No, no, they were always complimentary, but they were
 13 limited, you know, again depending on order value. If
 14 you had a project that was an 18-month programme with
 15 six blocks, having three complimentary inspections
 16 throughout that period is not really going to be
 17 sufficient, so that's down to myself, the account
 18 manager, to agree on the level and frequency of visits
 19 upfront with the project management team and, you know,
 20 we'd maybe then increase to doing two per block rather
 21 than it being two throughout the whole duration of the
 22 project programme. It was just something that we'd sort
 23 out at an early stage to confirm, and again, depending
 24 on project programme and overall project value to
 25 Siderise whether or not we — you know, there was

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1 resource that could be pumped in to facilitate the
 2 inspection needs.
 3 Q. Yes, I see.
 4 Now, returning to your witness statement at
 5 {SIL00000304/1}, at paragraph 4, you say there in the
 6 third line down:
 7 "At the time of the Grenfell Tower refurbishment ...
 8 in 2015, my focus was on growing Siderise's market
 9 share. This included converting our business from
 10 distribution led enquiries/sales to direct
 11 enquiries/sales, where appropriate."
 12 Could you just describe briefly, what are
 13 distribution led enquiries/sales?
 14 A. We would — the market leading distribution entities on
 15 the insulation side, you know, we'd often receive
 16 enquiries for, which were — you know, if we required
 17 further technical info, everything was always dealt with
 18 in via a third party, and these distribution people that
 19 were approaching us, these third parties, were — they
 20 could be supplying 200 different products to the same
 21 project, so their actual experience and knowledge of our
 22 product was rather limited. So we'd prefer to always
 23 deal with the end user or the installer in terms of
 24 assisting with design, and a lot of our competitors were
 25 owned by these third-party distributors, so we also

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1 found that a lot of work that we would have put in with
 2 architects on designs and specifications that we would
 3 have felt that we'd secured, when the tenders then go
 4 out and they go via a third party, we were finding a lot
 5 of, "Oh, yeah, we can promise for Siderise, but we can
 6 also offer you an alternative", albeit perhaps not as
 7 well tested and well qualified for the job, which was
 8 a deviation from the spec, and we were finding that we
 9 were being undercut commercially and losing orders based
 10 on that. And it was something I identified with my
 11 Hilti background of really only selling direct to
 12 end users and not engaging third parties. It was
 13 a strategy for the business, when I joined and went into
 14 being more façade focused, was: look, we need to be
 15 dealing with end users here, (a) for clarity of design
 16 and getting things right, and they weren't really
 17 offering these third parties anything more than
 18 (inaudible).
 19 We were prepared to take these façade contractors
 20 direct because we wanted to hold the relationships with
 21 the end users, so they were fully aware of what our
 22 service offers were from a technical and on-site
 23 perspective, because a lot of that was being lost in
 24 translation with these third parties with their
 25 reluctance to introduce us to the end user, probably for

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1 fear that they'd be cut out of the agreement.
 2 So, yeah, it was more of a focus for the business
 3 for me to be approaching end users and targeting
 4 end users rather than dealing via distributors. It gave
 5 us no real indication of what projects our materials
 6 were being used in.
 7 Q. Yes, I see.
 8 You say at paragraph 6 of your witness statement on
 9 page 2 {SIL00000304/2}:
 10 "My role is for the most part dealing with the
 11 commercial aspects of our customers' requirements. If
 12 I receive fire or acoustic technical enquiries, I
 13 usually refer these to our technical department.
 14 However, if I do receive an enquiry for a standard
 15 application, which can be answered by our fire or
 16 acoustic test data and installation guidance in our data
 17 sheets, then I refer our customers to the relevant
 18 documents. Based upon my experience and knowledge of
 19 our product range, I am able to advise customers on
 20 their general requirements. If there are specific
 21 enquiries that I cannot deal with, then these are
 22 referred to our technical department."
 23 Do you see that there?
 24 A. Yep.
 25 Q. At the top of this page, we can see that you also

1 provide, at the bottom of paragraph 4, training
 2 sessions/CPDs, and you have touched on those already in
 3 your evidence.
 4 A. Yeah.
 5 Q. And at paragraph 5, that you conduct installation
 6 inspections and installation training; is that right?
 7 A. Correct.
 8 Q. And provide mock-up installation on site.
 9 A. Correct.
 10 Q. So in order to undertake those parts of your role, would
 11 you agree that it required a degree of technical
 12 knowledge or expertise?
 13 A. I mean, that's just standard installation and
 14 application of our products. I mean, if I wasn't fully
 15 versed on that, I wouldn't be very good at my sales job.
 16 You know, these are all just standard things that are --
 17 generally the process would be: design would be
 18 finalised by our design team, approved then by the
 19 project supervising authorities, and once the designs
 20 have been finalised and accepted by all the key
 21 stakeholders on the project, that's when I would or our
 22 now site services team would then arrive on site and,
 23 with those set of design details that would have been
 24 approved, and then come up with the mock-up in
 25 accordance with those.

1 Q. Yes, I understand.
 2 A. (inaudible) and fully the installation processes of our
 3 products into specific details once those details have
 4 been finalised by all the necessary stakeholders,
 5 you know, such as our technical team and the project
 6 supervising authorities.
 7 So I am responsible for -- or at the time was
 8 responsible for carrying out those things, but only
 9 after the engagement from our sort of technical and
 10 design teams and the project supervising authorities,
 11 and everyone had been satisfied and approved those
 12 details to move them forward to site start-up.
 13 Q. Yes, I see, thank you.
 14 Now, we have considered there some of the general
 15 support that you provided to customers. In terms of
 16 that general support, did you ever receive feedback,
 17 either directly or indirectly, as to the clarity of
 18 Siderise's installation guidance for cavity barriers?
 19 A. Nothing that I can recall, no.
 20 Q. Now, returning to paragraph 6 there {SIL00000304/2}, you
 21 say at the fourth line from the bottom of the paragraph,
 22 and we covered it a moment ago:
 23 "Based on my experience and knowledge of our product
 24 range, I am able to advise customers on their general
 25 requirements. If there are specific enquiries that

1 I cannot deal with, then these are referred to our
 2 technical department."
 3 So can you just clarify for me where you draw the
 4 line in terms of general enquiries you can deal with and
 5 when you think those need to be passed to the technical
 6 department?
 7 A. If I could refer you back to my comments about how
 8 I frequently deliver CPDs and the scripted content
 9 within our CPDs that was authored by our marketing and
 10 technical teams, a lot of that explains what the
 11 regulatory requirements are in the application of our
 12 barriers. So, you know, stuff that's within the public
 13 domain and documents that we publish, you know, I'm
 14 fully versed on. But when it comes to project-specific
 15 enquiries where designs may deviate from standard
 16 application or standard installation instruction, that's
 17 when obviously I look to then engage our technical
 18 officers and our wider technical team for their advice
 19 and input, which is then directly relayed on to the
 20 customer.
 21 Q. You have talked about CPDs, continuing professional
 22 developments. What would typically be covered in such
 23 CPD talks?
 24 A. An agenda for a typical CPD on ventilated rainscreen
 25 would be what the regulatory requirements are,

1 specifically how our products are tested at the product
 2 level, then there's guidance on what tests are available
 3 to do full-scale testing at the system level, and we
 4 also talk about the functionality of a ventilated façade
 5 and how it needs to function for drainage and
 6 ventilation or pressure equalisation, depending on what
 7 panel type's being used, throughout its design life, and
 8 then how our cavity barriers accommodate those standard
 9 functionalities of the ventilated façade throughout the
 10 design, that then will act to form a compartmentation
 11 seal in the event of a fire. So we explain how
 12 cavity barriers react in the event of a fire and, like
 13 I say, the general process --
 14 Q. Yes, thank you.
 15 Were those CPD talks provided free of charge?
 16 A. Absolutely, yeah, upon request. They were then and they
 17 are now.
 18 Q. Presumably that was also an opportunity for you to
 19 market Siderise's products to contractors or
 20 subcontractors, potential customers?
 21 A. I mean, at the time there were RIBA approved ones, so we
 22 were able to talk about commercial elements to them as
 23 well. It was more of an understanding of what the
 24 requirements are and then obviously how our systems are
 25 tested to the most relevant standards.

1 Q. Now, we know from the witness statement of Mr Swales,
 2 and we don't need to turn to it, that the three most
 3 popular CPD presentations at that time were: (1)
 4 perimeter barrier firestops in curtain wall façades; (2)
 5 cavity barriers in rainscreen façades; and (3) sound
 6 transmission in curtain wall buildings.
 7 Just focusing on that second presentation,
 8 cavity barriers in rainscreen façades, very briefly,
 9 what were the contents of that CPD?
 10 A. Exactly what I just explained. That was the agenda
 11 specifically for that CPD.
 12 Q. Thank you, that's helpful.
 13 Did you or anyone else at Siderise to your knowledge
 14 ever provide any of those presentations to Harley?
 15 A. No.
 16 Q. Did you ever offer any training to them?
 17 A. Yeah, I mean, as -- there was meetings, which I'm sure
 18 we'll come to, that took place, 20, whenever it was, 13,
 19 14, I can't remember the dates off by heart, where
 20 I visited their office. Part of my standard
 21 introduction to Siderise pitch, should I say, is
 22 explaining what our levels of service offer are. We
 23 would have spoken about the installation of our system
 24 in comparison to the one which they were using
 25 predominantly on the majority of their projects. So all

1 of that would have been gone through. It's my standard
 2 approach and pitch to prospects, you know, as a sales
 3 engineer for Siderise. So, yes.
 4 Q. Yes, I see.
 5 We know that Siderise produce a range of written
 6 guidance. We will come to some specific examples later.
 7 Did you have any involvement in the development of
 8 any of that written guidance?
 9 A. No, no, those guidance documents are not authored by
 10 myself, no.
 11 Q. At paragraph 5 of your statement {SIL00000304/2}, you
 12 refer to providing installation training during site
 13 visits.
 14 A. Yeah.
 15 Q. Can I just ask you what topics would be covered in
 16 a training that was provided on site as distinct from
 17 the CPDs that you have already told us about?
 18 A. So installation training on site, again, we'd be looking
 19 to engage with technical to see if there was any design
 20 or technical advice that I need to consider when
 21 demonstrating the installation. Installation of our
 22 materials, whilst functionally they're installed in
 23 pretty much the same way, how they interface with
 24 obviously every curtain wall and rainscreen cladding
 25 system design and subframe that supports them deviates

1 from project to project. So we always recommend and
 2 offer installation training, even if they've had it
 3 before on a previous project. The offer is then
 4 available again on the next one, because how the
 5 system -- albeit it's installed in the same way in terms
 6 of our manufacturer guidance, if there's anything that
 7 is bespoke to that particular product that we've dealt
 8 with at design stage, I would familiarise myself with
 9 that before then attending site to ensure that what
 10 I was demonstrating in terms of project-specific
 11 training, coinciding with the mock-up that I would have
 12 produced on site, coincided with what we had agreed at
 13 design stage.
 14 Q. Yes, I see.
 15 Were there particular recurring issues with the
 16 installation of cavity barriers which often needed to be
 17 addressed by training in such a manner?
 18 A. It's not uncommon. If people don't take us up on the
 19 complimentary service, it's certainly not uncommon for
 20 companies that don't install the system on a frequent
 21 basis to then come on to us after they've installed
 22 a bit of work, and they would have said, "We've had
 23 building control out, we've had NHBC out, they've
 24 highlighted these areas of concerns, can you pop down
 25 and do an inspection yourselves?" And then it's kind

1 of, "You should have got us in for the installation
 2 training at the start and you probably wouldn't have had
 3 these issues". These are all complimentary services
 4 that were on offer to every single person who was
 5 procuring materials from us on every single project.
 6 Q. You referred there to undertaking installation
 7 inspections. At the time of the Grenfell Tower
 8 refurbishment, broadly speaking, what proportion of
 9 Siderise projects would you undertake an inspection of
 10 the installation on?
 11 A. Difficult to tell. It's a reactive service. It's, as
 12 I say, part of my sales pitch, for want of a better
 13 phrase, to prospects when I'm looking to bring them on
 14 board. Even existing accounts, they are fully aware of
 15 the levels of service that are on offer. Some take them
 16 up on some projects and not the next because they feel
 17 they're confident in what they're doing. For me to
 18 proactively be insisting on it on every single job, I'd
 19 be working 72 hours a day and many more days a week than
 20 I currently do to be able to facilitate that, you know,
 21 for every single project that every single contractor
 22 does.
 23 Normally when we've delivered installation training
 24 to a specific contractor on a specific product, more
 25 often than not, especially in curtain walling, they're

1 going to be installing the same type of their system,
 2 especially if they're a curtain wall manufacturer as
 3 well as installer, project to project, so how our system
 4 would be installed into that particular -- on that
 5 project would be like-for-like on the next.
 6 Not on every single project do we get the request,
 7 but if we did get the request, they may well have to
 8 wait a couple of weeks due to resource, but certainly we
 9 would honour those requests.
 10 Q. Were there recurring problems with installation in your
 11 experience?
 12 A. There is -- I mean, don't be fooled, these are very
 13 simple systems to install. There's no rocket science to
 14 the installation of our systems. The areas of
 15 non-conformance that we commonly see are really around
 16 carelessness and workmanship, leaving 1, 2-millimetre
 17 gaps, you know, penetrating our barrier with various
 18 subframes, which is, you know, very common, is accepted
 19 on a lot of projects, but it's then making good where
 20 the penetration's taken place. You know, 1, 2, 3,
 21 4-millimetre gaps are routes for smoke and possibly fire
 22 to be spreading.
 23 So they're the areas of non-conformance that we
 24 generally see from project to project, rather than being
 25 a complete deviation from what our standard installation

1 instruction is. So really it's down -- the areas of
 2 non-conformance are predominantly due to carelessness
 3 and poor workmanship.
 4 Q. Did you ever take any steps to ensure that the
 5 recommendations arising from your inspections were
 6 carried out?
 7 A. Again, for us to proactively follow up every single one
 8 where there's areas of non-conformance, I mean, you will
 9 see on the -- which I'm sure we will come to --
 10 Waylands House inspection that I carried out, my closing
 11 paragraph on that report was, "Please reach out to us
 12 once you've put these areas of suggested remediation
 13 right". Again, for me to keep a log on every single one
 14 and follow up every single one isn't really practical.
 15 We put our recommendations across and it's then kind of
 16 up to the contractor and the project supervising
 17 authority to ensure that that's been done to allow for
 18 sign-off. Sign-off doesn't come from us, it comes from
 19 the project supervising authority, so really it's over
 20 to them after we've left our recommendation.
 21 Q. You say at paragraph 8 of your statement, that's at
 22 {SIL00000304/2}, in the first line there:
 23 "Siderise recognise that installation is crucial to
 24 the function of its product. One of the main focuses of
 25 the company is installation; specifically providing

1 assistance to its customers."
 2 You then go on in paragraph 8 to detail a range of
 3 sources of installation advice that Siderise provide,
 4 and I'll summarise those now: datasheets, which include
 5 written installation instruction; installation training;
 6 installation inspection; and then over the page, to
 7 page 3 {SIL00000304/3}, a YouTube video and
 8 an installation inspection template via the iAuditor
 9 app.
 10 A. Yeah.
 11 Q. So a range of sources of guidance for customers; is that
 12 right?
 13 A. Absolutely. All upon request, or they're in the public
 14 domain, many of these things, so, you know, easy for
 15 everyone to access, yeah.
 16 Q. We will come to it in more detail shortly, but it's
 17 right that you inspected the firestopping installation
 18 at Waylands House on that Harley project, didn't you?
 19 (Pause)
 20 I'm sorry, I'm not sure that the audio picked up
 21 your answer there.
 22 A. Correct. Can you hear me now?
 23 Q. Yes, thank you.
 24 If we turn to your email report, {SIL00000321/2},
 25 you identify there a number of problems with the

1 installation , and again I will summarise those, but if
 2 you think I've summarised them unfairly, then please
 3 correct me.
 4 You deal there with: installation in the incorrect
 5 orientation; the second bullet point down, insufficient
 6 fixings of the brackets; inadequate or no compression of
 7 the product; no RFT tape where the products were joined;
 8 then over on page 3 {SIL00000321/3}, the vertical
 9 fire barriers sitting between the vertical cladding
 10 rails have been cut too small so air gaps between the
 11 firestopping and the structure.
 12 In light of the extensive guidance on installation
 13 that Siderise appears to have deemed necessary, and the
 14 number of problems you identified there at
 15 Waylands House, would you agree that installation is not
 16 a straightforward process?
 17 A. It is a straightforward process. I mean, this was quite
 18 shocking, if I'm honest, to see this many areas of
 19 non-conformance in a system, that if you were to witness
 20 the installation of it you would kind of query,
 21 especially with the installation guidance that was
 22 readily available to Harley, how they got so many
 23 elements of this wrong. So this was actually quite
 24 an extreme example of quite a, you know, astonishing
 25 amount of non-conformances here.

1 I would say that this was certainly unusual to see
 2 this many in relation to this particular product.
 3 Q. Can we turn now to {SIL00000227}. This, when it
 4 appears, will be a Siderise brochure entitled
 5 "Cavity barriers for rainscreen cladding". We can see
 6 from the top right-hand corner that it's dated
 7 November 2013, issue 1. Do you see that there?
 8 A. I do indeed, yeah.
 9 Q. Is this a document that you were familiar with?
 10 A. I can't recall , many moons ago, it's forever evolving,
 11 but, yeah, I'm sure at the time I would have seen it.
 12 Q. If we look there under the heading "Benefits", there is
 13 a list of bullet points, and the penultimate bullet
 14 point is "Ease of installation"; do you see that?
 15 A. Yeah.
 16 Q. Would you agree that Siderise were presenting in their
 17 marketing material that one of the key benefits of its
 18 cavity barrier product was that it was easy to install ?
 19 A. If you can imagine having a sheet of Rockwool, cutting
 20 it in a certain direction , sticking two brackets into it
 21 and then fixing them to the wall, whilst from job to job
 22 there may well be certain interfaces and obstructions,
 23 in terms of the actual installation process for that
 24 particular product, as you've probably gleaned from my
 25 short explanation there, that's all there is to it, and

1 then joining up the joints with tape. There's not
 2 really an awful lot of rocket science to it .
 3 There's a lot of technicalities that go into the
 4 composition of our particular product to ensure that it
 5 performs in the way that it does, but in terms of
 6 installation , it's a very, very, very simple system to
 7 install . Like I say, the non-conformances that we
 8 usually see or that I usually pick up on from project to
 9 project are general carelessness , so holes being
 10 punched, stuff being treated on site , you know, the
 11 product not being handled properly and being damaged,
 12 holes then appearing, which are simple things to
 13 remediate and put right.
 14 Q. Yes, I understand.
 15 A. As far as a non-conformance when I'm out and inspecting,
 16 yes, it would.
 17 Q. Would you agree that presenting the cavity barriers as
 18 easy to install might suggest to a potential customer
 19 that lesser skilled installers would be required than
 20 was in fact the case?
 21 A. That what, sorry, lesser scaled?
 22 Q. Lesser skilled installers . I will put the question
 23 again.
 24 Would you agree that presenting the cavity barriers
 25 as easy to install in the product literature might

1 suggest to a potential customer that lesser skilled
 2 installers were required than was actually the case?
 3 A. Erm, it's how it's interpreted, really . I mean, it's
 4 just, you know, advertising that the product is simple
 5 to install . It doesn't suggest that someone less
 6 qualified than a standard façade installer — it doesn't
 7 really lead down that route. It's just advising that
 8 it's a simple system to install , which it is .
 9 Q. You say in the penultimate line of your witness
 10 statement at paragraph 8, if we turn to that,
 11 {SIL00000304/2}:
 12 "In addition, Siderise have always to my knowledge,
 13 offered their customers installation training and post
 14 installation inspection — our full service offer, which
 15 outlines our on-site support, as in the Siderise 'Site
 16 Services' document, which since 2016 has been available
 17 on the Siderise website."
 18 So can we turn to that document, which is at
 19 {SIL00004265}. We can see this is a document entitled
 20 "Siderise site services", "Version 1: January 2016" in
 21 the top right-hand corner; do you see that there?
 22 A. I do indeed, yeah.
 23 Q. Is it right that this is a composite document which sets
 24 out all of the services that Siderise offers to its
 25 customers?

1 A. Yeah, yeah.
 2 Q. Can you help us with why it was felt this document was
 3 needed in January 2016?
 4 A. It was us identifying in the market that we were perhaps
 5 offering something our competitors weren't. We wanted
 6 to formalise that offer into an official document that
 7 we could look to communicate with prospects that we were
 8 looking to bring on board, and we felt it was something
 9 that differentiated ourselves from other manufacturers
 10 in the market, to offer these extra levels of service
 11 that we were already mindful were becoming more and more
 12 requested for within the market, and we were looking to
 13 develop an offer to meet those market demands.
 14 Q. This is, as we can see from the top right-hand corner,
 15 version 1. So would it be fair to say that this was the
 16 first time that Siderise had published one composite
 17 document?
 18 A. An official document to outline our offer, but that's
 19 certainly not to say that the contents within this
 20 document were not available at a much earlier stage. It
 21 was just something that was more formalised as our,
 22 you know, company grew and our service offer was
 23 evolving.
 24 Q. Yes, I see.
 25 It says there under the heading:

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1 "The SIDERISE technical team offers a wide range of
 2 services to ensure that everything from product
 3 selection to final installation runs smoothly."
 4 So would it be fair to say, therefore, that prior to
 5 2016 and this document being published, customers would
 6 have to make an express request to find out what support
 7 services Siderise could offer?
 8 A. No, it was my responsibility to ensure that any
 9 prospects that I was bringing on board and my general
 10 account management were all fully versed on the levels
 11 of service that were on offer, and it was a standard
 12 part of my pitch to any prospect that I was looking to
 13 bring on board who would subsequently place orders for
 14 our materials.
 15 I can confidently say that the likes of Harley would
 16 have been acutely aware of the services that were
 17 offered to them because they actually took us up on
 18 those offers on the Waylands House project, which was
 19 prior to what happened at Grenfell, you know, the
 20 installation that commenced the Grenfell. So they were
 21 aware of the levels of service that were on offer
 22 because they took us up on them and I carried them out.
 23 MR LAKING: Yes, thank you.
 24 Mr Chairman, I note the time. I wonder whether that
 25 might be an appropriate moment to take the lunch break.

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1 SIR MARTIN MOORE-BICK: Yes, I think it would, thank you.
 2 Now, Mr Kay, we're going to have a break now so that
 3 we can all get some lunch. We will resume at 2 o'clock,
 4 please. I have to ask you, please, not to speak to
 5 anyone about your evidence or anything relating to it
 6 over the break. All right?
 7 THE WITNESS: No issues.
 8 SIR MARTIN MOORE-BICK: Thank you very much. See you at
 9 2 o'clock. Thank you.
 10 (1.00 pm)
 11 (The short adjournment)
 12 (2.00 pm)
 13 SIR MARTIN MOORE-BICK: Good afternoon, everyone, welcome
 14 back. We are going to continue hearing evidence from
 15 Richard Kay.
 16 Mr Kay, are you there? Can you see me and hear me
 17 all right?
 18 THE WITNESS: I can indeed, yes.
 19 SIR MARTIN MOORE-BICK: Good, thank you very much. Ready to
 20 keep going?
 21 THE WITNESS: Yeah.
 22 SIR MARTIN MOORE-BICK: Very good, thank you.
 23 Well, then, Mr Laking, when you're ready, on you go.
 24 MR LAKING: Thank you very much, sir.
 25 Can we turn briefly to Exova assessment report

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1 number 311394. That's at {SIL00000211}. Mr Kay, when
 2 it appears, this is an Exova report entitled, "The
 3 Fire Resistance Performance of Lamatherm Rainscreen
 4 Fire Barriers", and we can see that on the right-hand
 5 side of the page at the top right-hand corner. Do you
 6 see that there?
 7 A. I do, yeah.
 8 Q. This was a test report produced by Exova on Siderise's
 9 cavity barriers; is that right?
 10 A. I assume so, yeah.
 11 SIR MARTIN MOORE-BICK: Sorry to interrupt you, Mr Laking.
 12 Have you seen this document before, Mr Kay?
 13 A. Hard to judge just from what I'm looking at on the
 14 screen there. I mean, we have many fire test
 15 certificates. I mean, for me to know the report
 16 numbers, it's not really my remit to know that. I may
 17 well have done, but I can't recall specifically.
 18 SIR MARTIN MOORE-BICK: All right.
 19 Yes, all right, sorry. Thank you, Mr Laking, carry
 20 on.
 21 MR LAKING: Thank you.
 22 If we go to page 4 of this report {SIL00000211/4},
 23 you can see there there's a heading that says
 24 "Installation" towards the bottom of the page.
 25 A. Yeah.

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1 Q. It says there:
 2 "It is assumed that the barriers will be installed
 3 by competent installers in a professional manner. The
 4 use of 3rd party certificated installers is
 5 recommended."
 6 Do you see that there?
 7 A. I do, yeah.
 8 Q. Were you aware of that at the time?
 9 A. I'm aware it's an industry preference or recommendation
 10 to have third-party certified installers to install this
 11 sort of stuff. In my experience, the quality of work
 12 done by third-party installers is no better or worse
 13 than that done by façade contractors themselves, because
 14 third-party certified installers could be installing
 15 a whole host of different passive fire protection
 16 products from project to project, they're not
 17 specifically cavity barriers installers, whereas façade
 18 contractors, they install this stuff pretty much on
 19 a daily basis.
 20 So it's recommended, it's probably best practice,
 21 but in terms of getting quality of installation, from my
 22 experience, I see not an awful lot of difference, better
 23 or worse, than what's done by standard façade
 24 contractors.
 25 Q. Would you ordinarily pass on that recommendation to your

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1 customers?
 2 A. It's something that's -- would appear within the
 3 contract for -- that's been issued by the main
 4 contractor, or if it's a project-specific requirement
 5 for the installation to carry third-party certification
 6 then that's a matter for whoever's tendering those
 7 works, ie the façade contractor, to ascertain whether or
 8 not they're a member -- they want to join the scheme
 9 themselves or look to further subcontract the
 10 installation to a third-party accredited installer.
 11 It's not something that we would generally get involved
 12 with.
 13 Q. Yes, I see.
 14 We spoke this morning about the inspection that you
 15 undertook on the Waylands House project, and you
 16 described the installation on your inspection as
 17 shocking. For our reference, that's the transcript at
 18 page 97, line 17. That was after your inspection, which
 19 was in December 2014.
 20 Did it occur to you, following that inspection, that
 21 you should take extra care to make sure that training or
 22 installation were offered to Harley in respect of the
 23 Grenfell Tower project, which was a few months later?
 24 A. It's always offered. It's a reactive service. Had we
 25 been requested to attend site to carry out installation

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1 training or inspections on that project, we would have
 2 certainly made ourselves available. I mean, to my
 3 knowledge the system that was installed on Grenfell was
 4 similar to one that they installed on a project prior to
 5 Waylands House, which was Merit House, where these
 6 cavity barriers were supplied, and to my knowledge,
 7 whilst we didn't attend site to deliver any training or
 8 inspections, there was no issues that arose that
 9 prompted them, be it inspections from local authorities
 10 or just general QA on the job, that meant that we had to
 11 attend site and comment or review anything that was of
 12 concern.
 13 So with the system being installed at Waylands House
 14 being different to what was installed at Merit, with, to
 15 my understanding, no issues, and then subsequently
 16 installed on Grenfell, nothing -- there was no
 17 significant alarm bells that would have meant to have
 18 had to do anything proactive, and like I say, it's
 19 a reactive service --
 20 Q. Yes, I understand.
 21 A. -- which they were fully aware of and, had they taken us
 22 up on that, we would have certainly obliged and visited
 23 site accordingly.
 24 Q. Yes.
 25 Did Harley ever explain to you why they didn't take

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1 you up on your offer to inspect or provide installation
 2 training at Grenfell?
 3 A. I cannot recall any conversation to that effect.
 4 Q. I now want to move on to some questions relating to
 5 Siderise's involvement with Grenfell Tower and its
 6 relationship with Harley.
 7 At paragraph 10 of your statement, if we could have
 8 that up, it's {SIL0000304/3}, you say there:
 9 "Harley Curtain Wall ... were a local company to
 10 where I lived (in the South East) in 2011. They were,
 11 I believe, one of the first companies that I targeted as
 12 potential customers upon commencing my employment with
 13 Siderise."
 14 Can I ask why you decided to target Harley as
 15 a potential customer?
 16 A. As I said there, they were local. To my knowledge they
 17 were, you know, a reputable, market-leading façade
 18 contractor that did a lot of work in and around the area
 19 where I was living, which was a region which I was
 20 covering. You know, as a sales guy, why would I not be
 21 approaching them?
 22 Q. How were you aware of Harley? Was it from the locality
 23 only, or were there other reasons why you were aware of
 24 them?
 25 A. Just me prospecting and doing my job, you know, finding

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1 out who the market—leading façade contractors are and
 2 approaching them with our technical and site services
 3 offer, as well as product supply.
 4 Q. Yes.
 5 You also say at paragraph 10 there, a little further
 6 down, starting at the end of line 3:
 7 "I recall a meeting with ... an employee of Siderise
 8 at the time), Tim Lovell and Graham Hackley of Harley in
 9 2011."
 10 Do you see that there?
 11 A. Yeah.
 12 Q. You go on to say that that meeting didn't produce any
 13 custom as Harley used the Tenmat cavity barrier, and
 14 Tenmat are a competitor of Siderise.
 15 At paragraph 11, you go on to say that you tried to
 16 engage with Harley again in 2012 without success, and
 17 again in 2013 by sending tentative emails on 5 and
 18 12 August 2013 to Tim Lovell, contracts manager, and
 19 Mark Harris, commercial manager of Harley on 19 August.
 20 So I would just like to turn to one of those such
 21 attempts. This is {SIL00000327/2}. This is the email
 22 dated 5 August, and we can see it's from you to
 23 Tim Lovell at Harley, and you say there:
 24 "Hi Tim,
 25 "Hope you are well."

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1 Looking at the second main paragraph, you say:
 2 "I put some rates into you sometime last year but
 3 nothing really materialized so I am back with some more
 4 competitive ones!"
 5 Would it be fair to say that Siderise were willing
 6 to offer Harley significant discounts to, as you put it
 7 there in the end of your first paragraph, "secure your
 8 complete fire barrier business on every Harley project
 9 going forward"?
 10 A. It's certainly not a strategy of our business to be
 11 undercutting systems that we feel are not as — or have
 12 a service offer like we do. The competitors named
 13 above, we feel we have a more premium service offer,
 14 coupled with fire test data. So we were certainly not
 15 looking to undercut. We're clear — we're mindful,
 16 sorry, that we are not the cheapest system in the
 17 market, we're not to this day, and there's reasons for
 18 that, as I say, with the test certification that we
 19 carry and the level of service that we offer on site and
 20 technical that a lot of our competitors don't. However,
 21 I felt it was certainly business that, you know, we're
 22 looking to grow the business at Siderise we wanted to be
 23 taking market share, and I felt I had to be more
 24 competitive with our commercial approach. That's not to
 25 say we were undercutting or felt we were undercutting

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1 competitors, it was just making sure that we were a more
 2 favourable, you know, offer from perhaps what my initial
 3 approach was.
 4 I'm a salesman. I was a salesman back then,
 5 you know. That was — we were looking for business.
 6 Q. If we turn to page 3 of this document {SIL00000327/3},
 7 we can see the attachments to the email. One of the
 8 attachments in that box, the top one, can you see there
 9 it says "2110 Lamatherm Rainscreen Fire Barrier
 10 173.1.pdf". Can you see that there?
 11 A. Yeah.
 12 Q. Is it right that that is a datasheet 2110?
 13 A. I believe that is our TDS that was valid at the time,
 14 the issue that was in the marketplace at the time, yeah.
 15 Q. Yes, and if we turn to {SIL000000226}, we can see that
 16 datasheet. We can see at the top of the page it's
 17 identified on the right—hand side as datasheet 2110, and
 18 it's entitled "CW—RS".
 19 Pausing there, does that stand for "curtain walling
 20 — rainscreen"?
 21 A. It was the product coding at the time, so CW kind of
 22 encapsulate all of our façade fire product range, and
 23 then there would have been coding afterwards —
 24 Q. I see.
 25 A. — that denoted it was an RS (inaudible) cavity barrier.

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1 Q. We can see it's entitled "Cavity Barriers for Rainscreen
 2 Cladding".
 3 Under the "Introduction" section, it states:
 4 "Rainscreen cladding systems typically incorporate
 5 a minimum 25mm continuous ventilated air space. The
 6 inclusion of this cavity ensures that any rain
 7 penetration can drain freely within the façade
 8 construction.
 9 "To accommodate this design feature, together with
 10 the essential but conflicting requirement to install
 11 cavity fire barriers, Lamatherm have developed
 12 a purpose—made solution."
 13 Just to be clear, the purpose—made solution that the
 14 datasheet is referring to, that is the open—state
 15 cavity barrier with its intumescent strip; is that
 16 right?
 17 A. Correct.
 18 Q. Turning now to the next section entitled "Advantages",
 19 there's a sequence of bullet points on the left—hand
 20 side.
 21 A. Just scroll down — yeah, there we go, yeah.
 22 Q. Below that we see a heading that says, "Fire
 23 performance". Do you see that there?
 24 A. I do.
 25 Q. The text under that reads:

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1 "Lamatherm CW-RSH has been successfully tested and
 2 assessed for up to 60 minutes (fire integrity and
 3 insulation) using the general principles of BS 476,
 4 Part 20:1987 and BS EN 1366-4:2006.
 5 "When adopting the fire resistance testing procedure
 6 of BS 476 Part 20, technical failure of integrity &
 7 insulation would deemed [sic] to have occurred at the
 8 start of the test due to flame passage through the open
 9 void. However, following the rapid expansion of the
 10 intumescent layer, the gap becomes fully sealed and the
 11 product achieved the integrity & insulation criteria."
 12 It then refers to two test reports, reference 157714
 13 and 194496/B. Do you see that there?
 14 A. Yeah.
 15 Q. So it's right to say that the datasheet relied on two
 16 test reports, and those were undertaken by
 17 Exova Warringtonfire, weren't they?
 18 A. I believe so.
 19 Q. Had you read those reports?
 20 A. I'm aware of the content of the report that we then
 21 subsequently obviously produced our technical datasheet
 22 based on. In terms of reading them word for word, no,
 23 that's not sort of in my remit to do that, authoring or
 24 reviewing the test reports.
 25 Q. Were you aware that those tests had only tested the

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1 Siderise cavity barriers between two concrete lintels?
 2 A. Yes, because that is the applicable standards for
 3 cavity barrier product testing.
 4 Q. Did you ever consider whether it was misleading for
 5 Siderise to market its product as for use in rainscreen
 6 cladding when the reports that Siderise relied upon
 7 hadn't tested the product in a rainscreen system?
 8 A. I mean, its functional performance is to allow for
 9 drainage and ventilation in the cold state, so
 10 throughout the functionality of what a ventilated façade
 11 is trying to achieve, so it allows for that, and then
 12 under critical temperature in the event of a fire, the
 13 intumescent expands to seal to the back of the substrate
 14 that it's looking to seal against. So it is a system
 15 that is suitable for a ventilated type façade such as
 16 a rainscreen.
 17 Q. Did you understand that the performance of the
 18 cavity barrier might change if it didn't have a fixed
 19 substance to expand against?
 20 A. As with all passive fire protection -- I mean, BS 476-20
 21 is a fire test standard used widely throughout the
 22 passive fire protection market. We are testing the
 23 maximum possible performance of our cavity barrier here,
 24 not the bounding structure, so for us to put data within
 25 a standard technical datasheet that could not be read

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1 and interpreted by specifiers and end users, and then
 2 looking to then apply that to the specific system that
 3 they're looking to use them in, which there is an
 4 infinite combination of cladding and internal wall
 5 build-up types in the construction sector, our technical
 6 datasheet wouldn't be too much use.
 7 So, you know, by advising here that we are clearly
 8 tested to the principles of BS 476-20, anyone that knows
 9 passive fire protection will know that's a concrete to
 10 concrete test, and we are here testing the performance
 11 of the cavity barrier, and we need to demonstrate to
 12 an end user, to a specifier, within our technical
 13 datasheet what the maximum possible performance is of
 14 that barrier if used then within a wall construction,
 15 an external panel construction with a subframe
 16 supporting it, that's either going to equal it or better
 17 it.
 18 Q. Yes, I see.
 19 Moving on now, you say at paragraph 12 of your
 20 statement, if we can have that up, {SIL00000304/3},
 21 that:
 22 "In January 2014, I was discussing Harley with
 23 Martin Sexton of Technical Fixings Solutions Limited.
 24 Siderise had a commercial relationship with Mr Sexton
 25 and the company he worked for (Technical Fixings

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1 Solutions Limited), in providing introductions to new
 2 customers."
 3 In what context did those discussions with Mr Sexton
 4 arise?
 5 A. We have general catch-ups, Martin and I. We worked very
 6 closely together. At the time, he was working as kind
 7 of an agent for Siderise. He was a facilitator of
 8 relationships, providing instructions. He holds a lot
 9 of relationships with key players in the industry under
 10 the banner than of TFS, Technical Fixing Solutions, and
 11 he felt he was able to facilitate an introduction to
 12 Harley due to his existing relationships, because he was
 13 predominantly their go-to fixing supplier.
 14 Q. You say there in the second sentence of the page that
 15 we're looking at {SIL00000304/4}:
 16 "Technical Fixing Solutions Limited effectively
 17 acted as a sales agent for Siderise."
 18 What did Mr Sexton or TFS receive in exchange for
 19 acting as a sales agent for Siderise?
 20 A. They would obviously receive a level of discounts from
 21 the product rates, so obviously there will be some
 22 margin in there for them if the orders went via them.
 23 Q. Finally in that paragraph, you say:
 24 "Siderise via Mr Sexton received its first enquiry
 25 from Harley to supply cavity barriers on 24th January

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1 2014 for a Project at Merit House. Siderise proceeded
 2 to supply cavity barriers to Technical Fixing Solutions
 3 Limited for onward supply to Harley to the Merit House
 4 project in 2014. It also supplied curtain wall product
 5 to Technical Fixing Solutions Limited for onward supply
 6 to Harley for a second project in 2014 at Wayland House
 7 in Brixton."

8 So you list here two Harley projects, the
 9 Merit House project and the Waylands House project.
 10 Were there any others that you were aware of?

11 A. Not that I can recall, no.

12 Q. Mr Swales mentions four projects in 2014 and 2015. Now,
 13 we don't need to turn to it, but for our reference
 14 that's at his witness statement {SIL00000306/17} at
 15 paragraph 66.

16 We have identified two here, Waylands and Merit;
 17 you're not aware of what the other two were?

18 A. Not off the top of my head. Obviously this was
 19 seven-odd years ago. So, no, off the top of my head,
 20 no.

21 Q. Turning to paragraph 15 of your witness statement on
 22 page 5 {SIL00000304/5}, you say here:

23 "In March 2015, Harley were not a direct customer.
 24 However, Siderise were receiving direct requests for
 25 quotes from Harley, as well as via distributors. Back

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1 in 2015, distributors of our materials were generally
 2 reactive rather than proactive with regards to
 3 generating orders for our products."

4 Is it right that Siderise had supplied
 5 cavity barriers or other products to Harley on previous
 6 projects but via an intermediary and not as a direct
 7 customer?

8 A. Potentially, but not to my knowledge, because quite
 9 a lot -- often distributors won't disclose who their
 10 end user is or the projects that they're working on.
 11 They can be quite -- hold that information quite close
 12 to their chest for obvious reasons, you know, they feel
 13 that we may then obviously cut them out of the picture
 14 when they realise that they're not offering too much
 15 contribution to the sales process and they're just
 16 taking a margin. So, yeah, not to my knowledge via any
 17 other distributors were we supplying.

18 Q. You describe the distributors as reactive rather than
 19 proactive. Can you just very briefly describe what you
 20 mean by that distinction?

21 A. Well, obviously we're offering them a level of discount
 22 to allow them to make margin on the on-sale of our
 23 products, and if they're just literally waiting for
 24 enquiries to come in from specifications that Siderise
 25 representatives have generated at spec level with

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1 architects, we're just giving them -- offering them
 2 a margin when they're literally just acting as a credit
 3 buffer and a paper trail, which quite often can be
 4 obstructive when we're trying to deal with the end user,
 5 you know, from a technical and design perspective as the
 6 project's progressing.

7 So they weren't offering us -- or justifying their
 8 margin, we felt, so a strategy for the business was to
 9 look to try and have that direct contact, direct
 10 relationship with the end user, to ensure that we were
 11 offering our best possible level of service without
 12 having to have a third party involved that was really
 13 just reactive to enquiries coming in and not offering us
 14 anything in return.

15 Q. Yes, I see.

16 I would now like to move to some questions on the
 17 Grenfell Tower project itself.

18 If we could turn first to {SIL00000025}. This is
 19 an email, when it appears, from Kevin Lamb of Harley to
 20 Barnaby Carrick at Siderise, copying in Mark at
 21 Harley Curtain Wall, and that's dated 3 March 2015; do
 22 you see that there?

23 A. Yeah.

24 Q. So far as you're aware, was this the first contact from
 25 Harley regarding the Grenfell project?

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1 A. Yeah, I'm not cc'd in, but my understanding is that was
 2 the first approach from Harley to -- directly to us,
 3 yeah.

4 Q. Now, Mr Lamb writes there -- and I appreciate you're not
 5 copied:

6 "Barnaby,
 7 "Further to our discussions, please find attached
 8 details for rainscreen cladding using your RH25G-90/30 &
 9 RVG-90/30."

10 When he refers to, "Further to our discussions", are
 11 you aware of what discussions he's talking about?

12 A. I'm not, no.

13 Q. Do you know if Siderise advised Mr Lamb about the
 14 appropriateness for use on Grenfell Tower of the two
 15 products set out there, RH25G-90/30 and RVG-90/30?

16 A. What do you mean by appropriateness?

17 Q. So did Siderise propose those products to Harley, or to
 18 your knowledge was Mr Lamb asking after those products
 19 having independently discovered them?

20 A. I wasn't privy to any telephone conversation that
 21 happened or however the line of communication between
 22 Barnaby and Kevin happened, so I couldn't tell you
 23 whether or not that was them, from a datasheet that they
 24 previously received from us or accessed via the website,
 25 proposing those products or whether or not that was

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1 something that came from Barnaby.
 2 Q. Yes, I see, thank you.
 3 I'm sorry, I cut you off there. Do you want to
 4 finish your answer?
 5 A. I'm not aware of any discussion that took place, so I'm
 6 unsure as to how or who is naming those product codes.
 7 Q. Yes, thank you.
 8 Mr Lamb was an independent subcontractor who had
 9 been commissioned by Harley to work on the drawings for
 10 Grenfell. Are you aware of how he came to be aware of
 11 Siderise?
 12 A. Maybe -- again, I may have had some communications with
 13 him many years ago on other products, he could have been
 14 engaged with Chris or other members -- Chris Mort within
 15 our team, other members of the Siderise team. I'm
 16 unsure what would have made him reach out to us on this
 17 particular one. Perhaps he was aware that we supplied
 18 Waylands and Merit and, looking for consistency of
 19 manufacturer, looking to progress with us on this one as
 20 well. So I'm unsure as to what his reasoning to
 21 approach us was.
 22 Q. Yes.
 23 Now, Mr Lamb requests there in that email, if we
 24 could return to it, Mr Carrick's comment in particular
 25 to:

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1 "1. The horizontal break in a void of 316mm
 2 (exceeding your max tabulated size of 300mm) ...
 3 "2. Not having any product details for the RVG, we
 4 have assumed the fixing detail as the horizontal.
 5 Please clarify."
 6 So would you agree that Mr Carrick was being asked
 7 to provide advice as to the suitability of Siderise's
 8 products, (1) in respect of the void size, and (2) in
 9 respect of the fixing method?
 10 A. Yeah.
 11 Q. Was it normal for these issues to be addressed once
 12 construction work had started on site, in your
 13 experience?
 14 A. We get asked all sorts of questions at design, at
 15 start-up, when things have started up. It's not
 16 uncommon.
 17 Q. Now, attached to that email were a number of documents.
 18 We can see the first of those at {HAR00009735}. These
 19 are Harley specification notes identifying, in the
 20 bottom left-hand corner under the heading "Fire breaks",
 21 Siderise Lamatherm RH25G and Siderise Lamatherm RVG.
 22 Just to clarify, in the product code, the RH, that
 23 stands for rainscreen horizontal; is that correct?
 24 A. Correct.
 25 Q. And similarly, RV is rainscreen vertical?

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1 A. Correct.
 2 Q. Then if we look at the top of that page, on the
 3 left-hand side, we can see under "System" that it
 4 describes the system as "Reynobond composite rainscreen
 5 cassettes"; do you see that there?
 6 A. I do.
 7 Q. So that would suggest that these were metal composite
 8 rainscreen panels; yes?
 9 A. I assume so, yeah.
 10 Q. Did the inclusion of the brand name "Reynobond" signify
 11 anything to you in particular?
 12 SIR MARTIN MOORE-BICK: Well, I think, Mr Laking, the first
 13 question is: did he see this?
 14 MR LAKING: Yes, you're quite right, sir.
 15 A. No. I haven't seen this document, no.
 16 MR LAKING: Thank you, that's helpful. I can take this more
 17 briefly, then.
 18 SIR MARTIN MOORE-BICK: Well, I'm not sure he's going to be
 19 able to comment on it if he hasn't seen it.
 20 MR LAKING: Were you made aware, Mr Kay, of what panels were
 21 being proposed for use at Grenfell Tower?
 22 A. No.
 23 Q. The email also contained section drawings. Now,
 24 I appreciate that you may not have seen these, so please
 25 do let us know. Can we turn to the first one. It's at

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1 {HAR00009727}. Do you recognise that drawing?
 2 A. Only from the previous witness, when it was brought up,
 3 but prior to that, and at the project design stage,
 4 I don't recall seeing this drawing, no.
 5 Q. That's helpful, thank you.
 6 Just dealing with it very briefly, then, we can see
 7 in the top left-hand corner that's a -- was it your
 8 understanding that that was a cavity barrier in the
 9 honeycomb hatchings in the top left-hand corner of the
 10 drawing?
 11 A. That looks to be a cavity barrier, yeah.
 12 Q. Just using this as an example, because I appreciate you
 13 have not seen this drawing in particular, is it right
 14 that there is a gap then between the outside of the
 15 façade and the edge of the cavity barrier?
 16 A. Correct, that's the gap for drainage and ventilation,
 17 yeah.
 18 Q. And that gap would be filled in the event of a fire by
 19 an intumescent strip; is that right?
 20 (Pause)
 21 I'm sorry, I'm not quite sure we picked up your
 22 answer to that question.
 23 A. Correct.
 24 Q. Thank you.
 25 That's what's commonly called an open-state

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1 cavity barrier ; correct?
 2 A. Correct.
 3 Q. Could we turn now to the second drawing that was
 4 attached, and again, I appreciate you haven't seen the
 5 drawing, but using it as an example. It's at
 6 {HAR00009737}. This is a section showing in the bottom
 7 left —hand corner a cavity barrier. Is that how you
 8 would have interpreted that drawing at the time?
 9 A. Yeah, again, that appears to be a plan detail of
 10 a vertical cavity barrier , yeah.
 11 Q. We can see that this cavity barrier extends to the edge
 12 of the façade. So would it be right to say that this is
 13 a vertical cavity barrier which is full fill ?
 14 A. Correct.
 15 Q. Ie, to put it another way, it doesn't have
 16 an intumescent strip to expand?
 17 A. Correct.
 18 Q. Thank you.
 19 Is it right that a vertical cavity barrier should be
 20 installed under compression to ensure a tight fit
 21 between the barrier and the material against which it is
 22 abutting?
 23 A. With our system there is a requirement to install under
 24 an element of compression, yes.
 25 Q. How would that compression be achieved?

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1 A. So the product is supplied oversized, and we're sent the
 2 overall cavity dimensions between face of inner leaf and
 3 rear of panel. We take those measurements and then we
 4 add on an element of compression depending on what the
 5 overall cavity width is.
 6 Q. You say at paragraph 7 of your statement, that's at
 7 {SIL0000304/2}:
 8 "As a general rule, we always request as much
 9 information as possible from the customer, in particular
 10 the Fire Strategy, though this is rarely provided, in
 11 order to advise the customer, on the appropriate
 12 cavity barriers to use."
 13 So we've seen the documents that were attached to
 14 the email to Mr Carrick. Did you ever take any steps to
 15 obtain further information from Harley such as,
 16 for example, the fire strategy?
 17 A. When I say "we", that's generally down to our technical
 18 team to assess the information currently provided, and
 19 if they require more information to allow them to issue
 20 a formal response and offer any guidance in terms of
 21 design and the application of our cavity barriers , then,
 22 yeah, that was generally down to our technical team, not
 23 myself.
 24 Q. Did you ever take any further steps to identify the
 25 other materials used in the façade, so for example the

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1 insulation product that was being used?
 2 A. I did not, no.
 3 Q. When you refer to requesting the fire strategy here, in
 4 that part of your statement, do you mean a narrative
 5 fire strategy or fire strategy drawings, or both?
 6 A. Both. Generally we'd like to see fire strategy drawings
 7 and the narrative, yeah.
 8 Q. What information would you be looking for in the
 9 fire strategy?
 10 A. Mapping out locations of cavity barriers in accordance
 11 with regs; whether or not, you know — if it's required
 12 to conform to minimum requirements of ADB or NHBC, you
 13 know, the locations of cavity barriers vary between
 14 both; required fire ratings. That sort of thing is what
 15 we'd be looking for.
 16 Q. Can we turn now to an email {HAR00019012}.
 17 My apologies, just before I leave that, there is one
 18 more question I want to pick up on.
 19 In your experience, would the location and
 20 performance of cavity barriers be specified within the
 21 fire strategy?
 22 A. Certainly. Certainly.
 23 Q. So now moving to the email which is at {HAR00019012}.
 24 This is an email from Chris Mort to you, copying in
 25 Ben Bailey, dated 22 June 2015. We can see then from

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1 the text of the email itself that it appears to in fact
 2 be addressed to Ben Bailey, despite him being copied in
 3 that. Do you see that there?
 4 A. I do, yeah.
 5 Q. We can see that Mr Mort requests certain information
 6 from Mr Bailey, including elevations, fire strategy
 7 report, and NHBC or not. Do you see that there?
 8 A. I do indeed.
 9 Q. The date of this email is 22 June 2015; do you know why
 10 Mr Mort was only requesting this information in June
 11 rather than in March, when the initial enquiry about
 12 cavity barriers came to Siderise?
 13 A. I believe more focused questions were being asked at
 14 this point in relation to design that we hadn't been
 15 queried on previously, and obviously to be able to
 16 respond to those specific enquiries, Chris required that
 17 additional information to allow him to formalise
 18 an official Siderise response.
 19 Q. To your knowledge, was the fire strategy ever received?
 20 A. I'm unaware. That would have been a question for Chris.
 21 Q. Did you or anyone else at Siderise — my apologies,
 22 I spoke over you. Please finish your answer.
 23 A. My understanding is no, but I couldn't be sure.
 24 Q. Did you or anyone else at Siderise ever consider whether
 25 it might be inappropriate to provide advice without

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1 having sight of the fire strategy?
 2 A. What sort of advice are you referring to?
 3 Q. Well, we've seen from the emails that advice was being
 4 requested as to the fixing methods, as to the
 5 appropriateness of the 90/30 product, and we'll come to
 6 some --
 7 A. Fixing methods are just in accordance with our standard
 8 installation instructions, so that wouldn't change from
 9 project to project, so that's pretty standard
 10 information. So in terms of offering guidance on how
 11 our product is fixed, same from project to project,
 12 there is no deviations there.
 13 Q. What about in terms of the appropriate insulation and
 14 integrity requirements of a specific barrier?
 15 A. Well, looking at that spec document that you brought up
 16 that I hadn't seen before, it clearly outlines the
 17 specific product codes and fire ratings that were
 18 required in accordance with the spec, so I believe that
 19 was what was originally put forward.
 20 Q. Now, returning to the 3 March 2015 email, this is at
 21 {SIL00000069}, we can see that Mr Carrick responded to
 22 Mr Lamb on the same day.
 23 Now, I appreciate you're not copied in to this
 24 email. I'll read it to you. It says here:
 25 "Hi Kevin,

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1 "We have reviewed the details you have kindly
 2 supplied and can confirm they follow our
 3 recommendations. As the void is less than 325mm and
 4 a 25mm air gap is present, the cavity barrier size falls
 5 within our standard test data. Regarding the RVG-30/30,
 6 as shown in detail C1059-305, also follows our
 7 recommendations. The brackets for the vertical barrier
 8 only need to penetrate two thirds to three quarters of
 9 the cavity barrier."
 10 Were you aware of this email at the time?
 11 A. If I wasn't copied in, then no, I wouldn't have been
 12 aware at that specific time.
 13 Q. Do you know what test data Mr Carrick is referring to
 14 when he says there, "the cavity barrier size falls
 15 within our standard test data"?
 16 A. If it's standard test data then that perhaps would have
 17 been in our technical datasheet, but yeah, I mean, if
 18 it's anything outside of the technical datasheet then
 19 it's probably something I wouldn't have been acutely
 20 aware of.
 21 Q. Now, following Mr Lamb's request of 3 March, Siderise
 22 sent Harley a quote for vertical and horizontal
 23 cavity barriers. Can we turn to that, it's at
 24 {HAR00000842}. We can the quotation there. It's
 25 addressed to Mr Mark Stapley, design team manager at

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1 Harley, and it's dated 12 March 2015.
 2 To your knowledge, what was Mr Stapley's involvement
 3 in the Grenfell Tower project?
 4 A. He is listed there as design team manager, so I can only
 5 assume that was his role on this project.
 6 Q. You say at paragraph 15 of your statement
 7 {SIL00000304/5}, but no need to turn to it, that you
 8 were "generally copied in to emails to ensure pricing
 9 was correct, as we were trying to get Harley on board
 10 with a better pricing strategy". What was the nature of
 11 that better pricing strategy?
 12 A. I just wanted to ensure that the pricing level that
 13 I had proposed to them as like a blanket agreement was
 14 also being reflected on this project, so there was some
 15 harmony between what I had agreed with the commercial
 16 teams there or what I'd sent or put forward to the
 17 commercial teams there, that what they were reading from
 18 that particular price list was then reflected in the
 19 rates for that particular size on these projects.
 20 Q. Yes, I --
 21 A. I wanted to ensure that they were corresponding and
 22 there wasn't going to be any --
 23 Q. Yes. So your general comments to Harley about price
 24 were being reflected in the specific quotes that were
 25 being sent out?

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1 A. Yeah. I just wanted to ensure that there was continuity
 2 between the pricing strategy that I'd presented to them
 3 and then what we were pricing on this job, so I just
 4 wanted to confirm that, because obviously being one of
 5 the first projects that we were engaging with them on,
 6 I didn't want there to be any -- you know, it not be
 7 carried through, so any inaccuracies from what we were
 8 quoting here to what I delivered as what was their
 9 pricing strategy.
 10 Q. Yes, I see, and if we move down the page, we can see the
 11 prices that Siderise quoted. So we can in respect of
 12 the horizontal open-state cavity barrier they were being
 13 charged at £22 per unit, and the vertical cavity barrier
 14 was being charged at £13.55 per unit.
 15 Could you just explain what is a unit in this case?
 16 A. A 1.2-metre length, and then obviously by the width and
 17 depth of the material. Depth of material, as in
 18 thickness of the material, is determined by the fire
 19 rating that it was required to achieve, and then
 20 obviously the width would be whatever the void size is
 21 that it's being used in, minus the 25-mil for an RH25 or
 22 plus compression fit for the RV. But all of our
 23 materials are supplied pre-cut in 1.2-metre lengths.
 24 Q. Yes.
 25 Keeping that document on the screen, can I also have

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1 {SIL00000082}.

2 Now, just waiting for it to come up, this is

3 an email of a few days earlier, 4 March, and that's from

4 Sue Sheppard to Gill Walker. Just to confirm,

5 Gill Walker was an employee of SIG; is that right?

6 A. I believe so, yeah.

7 Q. And SIG, was that a third-party distributor of Siderise

8 products?

9 A. They were.

10 Q. We can see that you're copied in to that email. Had you

11 discussed the provision of a quotation with Ms Sheppard

12 before it was sent to SIG?

13 A. I cannot recall, sorry.

14 Q. The contents of the quotation that she attaches can be

15 seen at {SIL00000028/3}. We can see here that the

16 price -- if we can have on the left-hand side of the

17 screen the quote to Harley directly, that's at

18 {HAR000000842}, so we can compare them side by side.

19 Thank you.

20 So we can see there, it's the same product that's

21 being quoted with the same quantities in both cases;

22 correct?

23 A. Yeah.

24 Q. And we can see that the price charged to Harley on the

25 left-hand side, £22 per unit in respect of the

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1 horizontal cavity, but being charged to SIG at £24.62.

2 Can you see that there?

3 Similarly, the vertical cavity barrier, the price to

4 Harley was £13.55 and the price to SIG for onward supply

5 was £14.50.

6 Could you explain the reason for the increased

7 prices to the distributor?

8 A. As I said, the strategy for the business was to be

9 establishing better lines of communication and

10 relationships with end users, and it was a strategy for

11 the business to identify the market-leading façade

12 contractors and be looking to offer our best commercial

13 offer which is -- which was reflected on this particular

14 project.

15 SIR MARTIN MOORE-BICK: Mr Kay, can you just help me, it

16 looks to me as though the quotation to SIG was a figure

17 less 12%; is that a discount that had come off the

18 figure mentioned there?

19 A. That's the standard discount issued to our -- you know,

20 any distributor of our product.

21 SIR MARTIN MOORE-BICK: But the unit price to the

22 distributor would be £24.62 less 12%; is that right?

23 A. Correct.

24 SIR MARTIN MOORE-BICK: So it would bring it down somewhere

25 nearer the £22 you're quoting to Harley; is that right?

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1 A. Correct. So we'd be selling to both businesses at

2 pretty much the same rates, yeah.

3 SIR MARTIN MOORE-BICK: Okay, thank you very much.

4 MR LAKING: At the bottom of those pages we see there is

5 a part number and description for each product, and in

6 those descriptions the products are being described as

7 for use in building envelopes and rainscreens. Can you

8 see that there?

9 A. Yeah.

10 Q. Would you agree with me that including the phrase "for

11 use in rainscreens" in your quotation of the products

12 might suggest to the reader that testing of

13 cavity barriers as part of a rainscreen system had been

14 undertaken?

15 A. Again, they're suitable to function in a ventilated

16 rainscreen, that's how the system is designed, to allow

17 for the air flow and ventilation which are the

18 functionality requirements of a ventilated cavity behind

19 a rainscreen, so they allow for that, and then they

20 react at critical temperature to seal to the back of the

21 panel in the event of a fire. So the way that they are

22 designed is specifically for that type of application.

23 Q. Now, we can see here that the insulation and integrity

24 requirements of the horizontal barrier are listed at

25 90 minutes and 30 minutes; is that right?

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1 A. Correct.

2 Q. Can I briefly take you to Approved Document B. That's

3 at {CLG00000224/125}.

4 Now, this is a table, and we can see at the top it's

5 table A1, and it's giving the "Minimum provisions when

6 tested to the relevant part of BS 476", and it's then

7 giving figures for loadbearing capacity, integrity and

8 insulation.

9 Are you familiar with this table?

10 A. I'm familiar with the extract that specifically relates

11 to cavity barriers, yes.

12 Q. Yes, and if we could pan down the page to number 15,

13 that shows there cavity barriers, not applicable because

14 it's not a loadbearing element, and 30 minutes'

15 integrity and 15 minutes' insulation; is that right?

16 A. Correct.

17 Q. Can you explain why the product supplied for the

18 horizontal barriers in Grenfell were 90/30, which is in

19 excess of the 30/15 set out in Approved Document B?

20 A. We generally test to failure, so we want to see what the

21 maximum possible performance of our product is, so we

22 test to failure. We don't just stop the test at 30/15.

23 We leave the furnace running to see how the EI rating

24 achieved, and the EI rating achieved on our, let's say,

25 lowest performing barrier was at 90/30.

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1 Q. Yes, I see. So that would be the barrier that Siderise
 2 would ordinarily supply to meet a 30/15 requirement; is
 3 that right?
 4 A. Lowest performing RH barrier for — with a 25—millimetre
 5 (inaudible).
 6 Q. Can we turn now to {SIL00009344/4}. We can see here at
 7 the bottom email this is from Andrew Kay to Gary Hall at
 8 Focchi Ltd. Do you see that there?
 9 A. I do.
 10 Q. It's on 15 January at 17.28.
 11 He says in that email there:
 12 "Hi Gary,
 13 "Further to our conversation I attach a copy of the
 14 guide on rainscreen fire barriers that might be useful
 15 for Claudio when designing in the future.
 16 "With regards to our product data sheet we have just
 17 updated it and it is awaiting final draft approval.
 18 This should be available Monday and I'll get it over to
 19 you straight away."
 20 If we go down to the final sentence, it says:
 21 "If you need any of the guys trained on the curtain
 22 wall firestops let me know. We will want to train on
 23 the rainscreen ones as these are often installed
 24 incorrectly."
 25 Do you see that there?

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1 A. Yes, yes, I do, sorry, yeah, final sentence, yeah.
 2 Q. Then if we go to page 3 {SIL00009344/3}, this is
 3 an email dated 21 January 2015 at 11.32, we can see then
 4 that you are then copied in to the response to that. Do
 5 you see that there?
 6 A. I do.
 7 Q. Did you share Andrew Kay's view that there was
 8 a training need for rainscreen firestops?
 9 A. Focchi being predominantly a curtain wall unitised
 10 installer, they don't often install this type of
 11 cavity barrier. They're Italian—based. I believe the
 12 requirements for cavity barriers and ventilated façades
 13 differ in their home market. So in terms — where a lot
 14 of their design is dealt with overseas, it was just
 15 ensuring that they were fully versed on what the
 16 requirements were for cavity barriers here in the UK,
 17 because it was not a system that they were installing on
 18 a frequent basis.
 19 Q. Now, when Andrew Kay says that the rainscreen ones are
 20 often installed incorrectly, how did Siderise know that
 21 that was the case?
 22 A. When we say incorrectly, like I said earlier, the
 23 non—conformances that we generally find are with
 24 interfaces with subframes, so it's not a case of
 25 installing our barrier incorrectly in accordance with

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1 our basic installation instructions, it's really down to
 2 workmanship and understanding that where there are
 3 interfaces with the cladding subframe, which is on 95%
 4 of projects that ventilated cavity barriers are supplied
 5 into, it's ensuring that the right steps are made to
 6 make good any penetrations or interfaces with the
 7 subframe where they pass through our fire compartment
 8 walling, so that would have been the angle of that
 9 comment.
 10 Q. To your knowledge, what would the impact of those
 11 workmanship deficiencies that you have just identified
 12 in that last answer be on the fire performance of the
 13 firestopping or cavity barriers?
 14 A. If you can imagine, cladding rail supports can be every
 15 300, 400, 600. If you're not making good the
 16 penetration to ensure then it's fully sealed, so there
 17 is no route for passage of smoke or flame, then if
 18 that's apparent on every floor, at every 400, 600, then
 19 that can be quite a significant effect on the overall
 20 performance of the fire compartment line even after it's
 21 sealed to the back of the panel.
 22 So, yeah, it's critical to ensure that these
 23 installers are taking care of the 1—millimetre,
 24 2—millimetre, 3—millimetre gaps, and they are
 25 predominantly the areas of non—conformance that we see

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1 from job to job, not necessarily the fact that our —
 2 because a curtain wall product doesn't have too many
 3 penetrations, CW passing through it, if you get a nice
 4 clean slab edge line, it's quite a clean install.
 5 Rainscreen differs, and it's generally down to the
 6 cladding subframe and the penetrations, not the basic
 7 installation principles of the system itself.
 8 Q. When you say rainscreen differs in that answer, do you
 9 mean that rainscreen differs insofar as there is the
 10 potential for different sized gaps in the rainscreen in
 11 a way there isn't in curtain wall?
 12 A. Curtain wall cavities can span between 50 all the way up
 13 to 250. We frequently see it's the — that the support
 14 frame for the various types of cladding, which is —
 15 there's infinite cladding systems out there with
 16 different subframes and how they will potentially
 17 interface with our barriers. They're the areas that
 18 need attention and extra focus on workmanship from
 19 project to project.
 20 Q. Yes, I see, thank you.
 21 Now, was training offered in respect of the
 22 Grenfell Tower refurbishment project in particular?
 23 I understand what you've said in terms of you would
 24 always make offers as part of your sales pitch to
 25 Harley, but was a specific offer made of either

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1 inspection or installation services by Siderise on the
 2 Grenfell Tower project itself?
 3 A. Not to my knowledge, because as it was then, as it is
 4 now, it's a reactive service. So, you know, we present
 5 that level of service and what's available to our
 6 customer base as a complimentary level of service, and
 7 if they take us up on it, they take us up on it. We
 8 always recommend it, but in terms of proactively
 9 offering, I cannot recall, but I'm pretty sure that the
 10 answer is no.
 11 Q. We saw in that previous email we looked at that Mr Kay
 12 said, "If you need any of the guys trained then let us
 13 know". Can you explain why we don't see in the emails
 14 around Grenfell a similar comment from you or from
 15 someone else in Siderise along the lines of, "If you
 16 need any of the guys trained on the rainscreen
 17 cavity barriers, just let us know"?
 18 A. As I said, they installed the system at Merit House to
 19 our belief with no issues. We weren't asked to come to
 20 site. There was no areas of non-conformance that we
 21 were made aware of. Really that system is bread and
 22 butter for the likes of Harley Façades. For that
 23 company in particular that you've drawn up there,
 24 Focchi, I think that was probably the first time they've
 25 ever had elements of ventilated cladding within their

1 scope of works on a project. Predominantly they are, as
 2 I said, unitised curtain wall installers, and then you
 3 may well end with small elevations or areas such as
 4 shear walls where they had a rainscreen type façade
 5 application which they would have needed cavity barriers
 6 for. So in that instance we were offering that because
 7 we were mindful that's probably a system and product
 8 that they'd never installed before.
 9 Q. Did it not occur to you, having seen the quality of the
 10 installation at Waylands House just a few months
 11 earlier, that there was a real need to restate the
 12 offer, to make sure that Harley were very much aware
 13 that that was something that Siderise were offering on
 14 Grenfell?
 15 A. I go back to Merit House being a project that was
 16 recently completed around the time of Waylands House
 17 with no issues with the same system that was then
 18 installed at Grenfell. You know, the Waylands House
 19 system installed there was a completely different
 20 system, so there was nothing -- whilst obviously the
 21 installation there was non-conformant and was supported
 22 by the report that I issued highlighting the areas of
 23 non-conformances, completely different system to then
 24 what was installed to my knowledge without any issues at
 25 Merit House, so why would I then assume that there would

1 be particular issues at Grenfell?
 2 Q. Did you prepare a written report of your inspection at
 3 Merit House that you have just referred to?
 4 A. I didn't do any inspections at Merit House. I said
 5 I was under the -- because we had no contact, we weren't
 6 asked to come to site, we weren't requested to come to
 7 site by Harley or any project supervising authority that
 8 could perhaps have identified any areas of
 9 non-conformance -- you have to understand, we don't
 10 force ourselves onto these sites to inspect every
 11 millimetre of work. You know, the service is there,
 12 it's a reactive service. If we're asked to come to
 13 site, we certainly do that. But, no, there was no
 14 visits carried out by myself or any other Siderise
 15 representative to my knowledge on Merit House, but I can
 16 only assume, because we weren't requested to come to
 17 site, there were no issues highlighted, and the system
 18 installed there was more Harley Curtain Wall's bread and
 19 butter type of system that we see from project to
 20 project when you look at their portfolio, and with no
 21 issues with the project that we supplied at Merit House,
 22 I wouldn't have envisaged any issues with the very
 23 simple system to install at Grenfell.
 24 Q. Would it be fair to say that there would be a range of
 25 reasons why someone might not request an inspection

1 which would go beyond simply there are no problems with
 2 the installation? There might be a whole host of
 3 reasons why a customer wouldn't want or request
 4 an inspection on a particular project.
 5 A. Yeah, I mean, ultimately the sign-off of the
 6 installation is the requirement of the project
 7 supervising authority. I mean, they'll be going round
 8 and doing their own QA procedures, and if there was
 9 something that they saw that was of any concern, quite
 10 often that then gets escalated to us when it's a project
 11 supervising authority or a fire engineer that's doing
 12 their own inspection, and that's when we get asked to
 13 come to site.
 14 You'll always, I'm sure, get elements of contractors
 15 not wanting manufacturers to attend site and offer --
 16 you know, if they thought, "Well, last time I got
 17 Siderise out, they identified loads of areas of
 18 non-conformance, maybe we won't reach out to them
 19 again", but more often than not, when you've got the
 20 likes of local authorities who are going to be signing
 21 off the installation themselves, if they identify areas
 22 of concern, then that's when they engage us and we're
 23 always there on hand to offer support and any
 24 inspections needed.
 25 Q. Yes, I see, thank you.

1 Now, moving to paragraph 16 of your witness
 2 statement, {SIL00000304/5}, in the second sentence, you
 3 refer there to a request:
 4 " ... on or about 25th March 2015, we received
 5 a request from Harley to change the quote for an
 6 increased fire rating of RH25–120/60 and RV120–120 ..."
 7 To be clear, that was an increase to 120 minutes'
 8 integrity and 60 minutes' insulation for the horizontal
 9 barriers, and 120 minutes' insulation and integrity for
 10 the vertical barriers; is that right?
 11 A. Yes.
 12 Q. Did Harley explain why there had been such a change?
 13 A. They didn't, no.
 14 Q. If we turn to {SIL00000051}, we can see here on the same
 15 day, this is an email on the same day of 25 March 2015,
 16 you instructed Sue Sheppard — just to confirm,
 17 Sue Sheppard was an employee of Siderise; is that right?
 18 A. Our customer services representative at the time, yeah,
 19 who would have dealt with the issuing quotes — putting
 20 quotes together and issuing them.
 21 Q. Yes, I see. We can see here that you propose the
 22 pricing for revised quote: horizontal 120 minutes at
 23 £26.40 per piece, vertical at £16.26 per piece. Do you
 24 see that there?
 25 A. Yeah.

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1 Q. Can we turn now, before I ask you a question, to
 2 Ms Sheppard's response, which is at {SIL00000053}. This
 3 is her response to you on the same day, and she says:
 4 "Hi Ricky
 5 "I have started the new quotation for HCW [Harley
 6 Curtain Wall], but a little problem, we have a product
 7 code for the void of 120/120 to suit 316mm void, but it
 8 is in development.
 9 "Ricky this cannot be taken out unless we have
 10 an approval from Technical/Barnaby to say that this has
 11 been approved for the 120mins.
 12 "Please can I ask, did Barnaby e-mail you so that
 13 I can continue with the quote."
 14 What was the significance of the product still being
 15 in development at that time?
 16 A. I can't recall. It would have been a question for our
 17 technical representative. I can't recall, I don't get
 18 involved with that sort of thing.
 19 Q. Is it right that Siderise were still offering a product
 20 to market despite the fact that it might be
 21 a development product?
 22 A. Again, if there's a request that comes in for that void
 23 size, then it's deferred to our technical team for
 24 review and just to see if we've got any applicable data
 25 that we can fall back on or any planned fire testing

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1 that we are comfortable offering any form of
 2 authorisation for the quotation and supply of that
 3 particular product into that application. So that's,
 4 again, something more for technical.
 5 Q. Yes, I see, thank you.
 6 Can we turn to {SIL00000056}. This is Mr Carrick's
 7 reply to Sue Sheppard on the same date. We can see here
 8 that he writes, and I appreciate you're not copied in to
 9 this:
 10 "Hi Sue,
 11 "Yes please proceed. If the only change is
 12 upgrading to a higher fire rating there should be no
 13 problem."
 14 So was it your understanding that Mr Carrick had
 15 approved Sue Sheppard to continue with providing a quote
 16 to Harley?
 17 A. I guess so, yeah. I mean, I haven't been copied in on
 18 any of this, so yeah, I assume we progressed the quote,
 19 so the correct process had been followed, which was
 20 consult our technical team, which is what it looks like
 21 has happened, and we have been comfortable quoting for
 22 that price in that fire rating.
 23 Q. Did Mr Carrick discuss his conclusion with you that if
 24 the only change is upgrading to a higher fire rating,
 25 there should be no problem?

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1 A. He didn't, no. He wouldn't look to consult me because
 2 I'm not part of the technical team, so ...
 3 Q. Do you consider you ought to have made clear that this
 4 was a product that was in development to Harley so it
 5 could ensure it remained suitable for Harley's purposes?
 6 A. At this stage, I mean, I can't recall definitively, but
 7 from the email chains it doesn't look like I'm made
 8 aware that this is a product that's in development, so
 9 that was something that technical determined and gave
 10 the green light to Sue, who then issued the quote.
 11 Q. Were you aware of whether technical carried out an EXAP,
 12 an extended application assessment, before providing
 13 that advice?
 14 A. My understanding is that's our standard procedure.
 15 Q. Returning to paragraph 16 of your witness statement on
 16 page 5 {SIL00000304/5}, at the last four lines there,
 17 you say:
 18 "Ben Bailey of Harley contacted me by telephone to
 19 discuss the higher price ..."
 20 So you're discussing here the revised quotation to
 21 the increased integrity and insulation requirements.
 22 A. Yeah.
 23 Q. "... as he indicated that it was now over their budget.
 24 If I recall correctly, I asked Mr Bailey to clarify why
 25 two hours of fire resistance was now required.

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1 I advised him to make sure that the specification was
 2 correct, as the two hours of fire resistance was above
 3 the requirements of Approved Document B for
 4 an open state cavity barrier."

5 Do you see that there?

6 A. Yeah.

7 Q. Do you recall the reason why two hours of resistance was
 8 now required at that stage?

9 A. I believe it was down to, as we see later in the
 10 correspondence, the local authority interpreting it as
 11 a firestop not a cavity barrier, and therefore needing
 12 to meet the ratings of the internal walls and floors,
 13 rather than being determined as a cavity barrier and
 14 therefore, in accordance with ADB, only being a 30/15
 15 requirement.

16 Q. Were you aware of any other project that had required
 17 two hours' fire resistance for cavity barriers?

18 A. We test to that level at the product level because we're
 19 frequently asked to supply cavity barriers at that level
 20 so ... yeah.

21 Q. Did you advise Mr Bailey to push back against
 22 building control's recommendations?

23 A. I was advised that the uplift in costs meant that they
 24 hadn't budgeted for it, at which point I then queried:
 25 well, why has there been an increase up to two hours?

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1 And only at a later date did I -- obviously, with all
 2 the email exchanges that then spiralled from this -- was
 3 I then understanding the reasons why is because the
 4 local authority was of the opinion that it was
 5 a 120-minute requirement, and Ben said, "Can you do me
 6 a favour, then, please, and offer me -- point me in the
 7 direction of where it says in ADB that the minimum
 8 requirements are 30/15 and that your barrier that you're
 9 proposing is offering 90/30, therefore it exceeds the
 10 minimum requirements".

11 Q. Do you --

12 A. I mean, you know, I'm a salesman, you know, to bump the
 13 order value up by 6/7 grand, happy days. So, you know,
 14 there was commercial pressure, and I was advised they
 15 were then overbudget and, you know, we were going to
 16 show an additional level of discount against the
 17 two-hour products, my query was simply: why has it been
 18 escalated to two hours from originally what we deemed to
 19 be accepted as a 90/30? And he said, "Is there anything
 20 you can provide me with to support the change back to
 21 a 90/30", at which point I pointed him in the direction
 22 of the regulatory document.

23 Q. We have had a conversation about the fire strategy and
 24 the fact that Siderise would ordinarily request one.
 25 Had you considered whether it might be appropriate to

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1 ask for the fire strategy at this stage rather than
 2 simply referring Mr Bailey back to the insulation and
 3 integrity requirements as set out in ADB?

4 A. It's not something for Ben and I to have come to
 5 a conclusion in between ourselves. I mean, I was just
 6 giving him something to go back to the other
 7 stakeholders involved, the other project supervising
 8 authorities, the fire engineers, to re-open the
 9 discussion as to whether or not 90/30 would be accepted,
 10 and that there was -- you know, the definition of the
 11 barrier in that application was a cavity barrier rather
 12 than a firestop. So it was me, in good faith, offering
 13 some potential advice to try and assist with going back
 14 to what was originally -- what we felt was accepted as
 15 a 90/30.

16 Q. Would it have been more prudent to request relevant
 17 documents from Harley, such as the fire strategy, and
 18 then refer the query to the technical team at Siderise?

19 A. The specification document that you brought up earlier
 20 clearly stated RH25-90/30, RVG-30/30 or 90/30 or
 21 whatever it was at the time. So within the original
 22 spec document that you presented to me earlier, which
 23 I hadn't actually seen before, it clearly stated that
 24 that was what the specification was, which is what
 25 I believe our technical team then confirmed, which is

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1 what then I reconfirmed again. So we were querying why
 2 there has been an escalation into a 120 rating when the
 3 original spec was outlined at 90/30.

4 Q. Can we turn now to {SIL00000064}. This is an email from
 5 Ben Bailey to you copying others from Harley and
 6 Siderise, and it's dated 26 March 2015, so one day later
 7 than the emails we were discussing before.

8 We can see that Mr Bailey writes there:
 9 "Hi Ricky
 10 "As discussed yesterday could you forward the
 11 relevant building regs to support the advice that 30/15
 12 firebreaks are what is required. I've got to have this
 13 approved by the client before I can order anything so
 14 time is of the essence!"

15 Do you know who he was referring to as the client in
 16 this email?

17 A. I don't, no.

18 Q. Were you concerned at all about Mr Bailey's use of the
 19 word "firebreaks"?

20 A. No. I mean, it's common, cavity breaks, firebreaks,
 21 cavity barriers, they're all referred to in the same
 22 way. Generally when I see a firestop or smoke stop,
 23 that would normally be associated with curtain walling,
 24 continuation of internal compartment ratings, so
 25 matching the ratings in the internal walls or floors,

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1 but a 30-rated firebreak, you very rarely get 30-minute
 2 rated compartment firestopping. So the terminology's,
 3 even to this day, used in different ways to describe
 4 what cavity barriers are, but to me that didn't send any
 5 alarm bells, no.

6 Q. Did it cause any alarm bells that Mr Bailey was not able
 7 to identify the relevant building regs himself and
 8 seemed to be reliant on your advice?

9 A. I think just from the nature of the conversation that we
 10 had, it was: I've got this to hand, it's part of our CPD
 11 delivery, I'll ping you over -- just for ease and
 12 speediness of filtering the information through to his
 13 client, I just said, oh, I'll give him a brief overview
 14 and a snapshot from the regs, and he was grateful for
 15 that, so ...

16 Q. In your experience, would it be common for specialist
 17 cladding subcontractors not to know about integrity and
 18 insulation requirements of cavity barriers?

19 A. You think it mad now, obviously, given all the focus
 20 around fire safety in façades, but back then, I mean, if
 21 you consider the overall value of cavity barriers to the
 22 overall façade building envelope package, you know, we
 23 were anything between 1 and 5% of the overall package,
 24 so it was no surprise that, considering we're such
 25 a small portion of the overall value of the building

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1 envelope package for this type of contractor that
 2 they're not completely versed on all the regulatory
 3 requirements, and that's where we're there to try and
 4 assist to -- it's our expertise.

5 Q. You replied to Mr Bailey the same day, and we can see
 6 that email at {HAR00004005}. We can see here, when it
 7 comes up, that you attach the requested extract from
 8 Approved Document B, and this is from table A1, and
 9 I think you said earlier that this is the extract that
 10 you were familiar with; is that right?

11 (Pause)

12 Are you able to see that email there?

13 A. I am, yeah.

14 Q. There is a cut and pasted table which is a section of
 15 table A1 from Approved Document B; is that right?

16 A. Correct.

17 Q. You say below that pasted table:

18 "Here you can see that it clearly states that
 19 30 minutes fire integrity and 15 minutes insulation is
 20 all that is required from a cavity fire barrier. This
 21 is reference to rainscreen cladding applications where
 22 the cavity barrier is deemed to be on the outside of the
 23 building. Our RH25-90/30 will offer 90 minutes fire
 24 integrity and 30 minutes fire insulation, therefore
 25 exceeds minimum requirements."

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1 Did you feel comfortable providing that specific
 2 technical advice without having received relevant
 3 documents from Harley, such as the fire strategy to be
 4 adopted at Grenfell?

5 A. As I said, we've -- there was a recommendation that came
 6 out from our technical team at an earlier stage between
 7 Barnaby and Chris Mort that specified the RH25-90/30 as
 8 being suitable. I was literally echoing what I had
 9 already seen at an early stage where we recommended
 10 those products for use, so I'm echoing our technical
 11 department there.

12 Q. I see.

13 Can we turn now to {HAR00003949}. We can see that
 14 this is an email from John Hoban, the building control
 15 officer at RBKC, and we can see that you're copied in to
 16 that email, along with a number of other recipients.
 17 That's on 30 March 2015. Do you see that there?

18 A. I do, yeah.

19 Q. To your knowledge, had you or Siderise more generally
 20 ever provided cavity barriers on projects where
 21 John Hoban of RBKC building control was the relevant
 22 building control officer?

23 A. I can't recall. The name doesn't ring a bell prior to
 24 this project, but to be definitive, I couldn't advise.

25 Q. Mr Hoban writes there:

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1 "Please find detailed below a copy of an email sent
 2 to various persons on the 20th of March 2015, concerning
 3 the topic relating fire stopping of the compartment
 4 floors to the building. I would advise you that it is
 5 my interpretation of diagram 33 of Approved Document B
 6 is that the detail between compartment floors and
 7 external cladding is not a cavity barrier, therefore it
 8 must be fire stopped to at least the standard of the
 9 existing compartment floor (120 minutes)."

10 So, essentially, is it right to say that he was
 11 setting out his view that there needed to be
 12 firestopping at 120 minutes fire resistance; is that
 13 right?

14 A. By the looks of this email, yeah.

15 Q. If we look at the beginning of that email chain at the
 16 bottom of the document, so this is the bottom of page 2
 17 and on to page 3, but starting with the bottom of page 2
 18 {HAR00003949/2}, there is an email here of 27 March 2015
 19 at 10.53. This chain appears to have begun with
 20 Neil Crawford at Studio E forwarding your email of
 21 26 March. So if we go over to page 3 {HAR00003949/3} we
 22 will see that there. So there we can see your email to
 23 Ben Bailey of 26 March that we've already considered.

24 Have you ever come across an interpretation of
 25 diagram 33 which was the same as Mr Hoban's on previous

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1 projects?
 2 A. We see even to this day a lot of confusion between the
 3 requirements for cavity barriers and firestops. Just
 4 because the cavity barrier 's being taken back and
 5 affixed to the actual slab edge, when you look at the
 6 line of the internal wall, you're still isolating that
 7 cavity barrier from the inside of the building and
 8 therefore being an external cavity. So it was our
 9 collective review at -- view at Siderise that this was
 10 a cavity barrier requirement and not a firestop.
 11 Q. You say at paragraph 21 of your statement
 12 {SIL00000304/7} -- we don't need to turn to it -- that
 13 you think you must have discussed this email with
 14 Chris Mort. Can you recall that discussion?
 15 A. Not word for word, but I'm sure there would have been
 16 discussions that were had, yeah.
 17 Q. Do you have any sense of the content of those
 18 discussions?
 19 A. It would have been along the lines of, "What's your view
 20 on the email from Mr Hoban? Can we look to formulate
 21 a -- perhaps a further response?"
 22 MR LAKING: Mr Chairman, I'm about to move on to a different
 23 set of emails, so this might be an appropriate time to
 24 take the afternoon break.
 25 SIR MARTIN MOORE--BICK: Yes. How are you getting on with

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1 this witness, Mr Laking?
 2 MR LAKING: I'm doing well, thank you, sir.
 3 SIR MARTIN MOORE--BICK: Well, how well?
 4 MR LAKING: I suspect I will need approximately 45 minutes
 5 this afternoon to finish off.
 6 SIR MARTIN MOORE--BICK: Well, he has to finish today, hasn't
 7 he?
 8 MR LAKING: Yes.
 9 THE WITNESS: I'm happy to proceed if you want to crack on.
 10 I don't need a break.
 11 SIR MARTIN MOORE--BICK: We all need a break, I think, at
 12 this point, including you.
 13 Okay. Well, I just think we need to bear that in
 14 mind, Mr Laking.
 15 MR LAKING: Yes, sir, noted. We will certainly finish
 16 today.
 17 SIR MARTIN MOORE--BICK: Yes, very well.
 18 Well, we shall take a break now, Mr Kay. Will come
 19 back at 3.30, and please don't talk to anyone about your
 20 evidence or anything to do with it while we're having
 21 the break. All right?
 22 THE WITNESS: Of course, yes.
 23 SIR MARTIN MOORE--BICK: Thank you very much. See you in
 24 a moment.
 25 (3.15 pm)

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1 (A short break)
 2 (3.30 pm)
 3 SIR MARTIN MOORE--BICK: Welcome back, everyone. We're going
 4 to continue hearing from Mr Richard Kay.
 5 Mr Kay, are you there?
 6 THE WITNESS: Yes, I'm here, yeah.
 7 SIR MARTIN MOORE--BICK: You can see me and hear me all
 8 right, I gather?
 9 THE WITNESS: Yeah.
 10 SIR MARTIN MOORE--BICK: Happy to carry on?
 11 THE WITNESS: Yeah, let's proceed.
 12 SIR MARTIN MOORE--BICK: Thank you very much.
 13 Then, Mr Laking, when you're ready. Thank you.
 14 MR LAKING: Yes, thank you, sir.
 15 Mr Kay, can we now turn to {SIL00000068}. We can
 16 see here this is an email from you to Mr Mort of
 17 30 March 2015, and you forward the email that we were
 18 looking at before the break from John Hoban. Can you
 19 see that there?
 20 A. I can indeed, yeah.
 21 Q. Now, we don't need to turn to it, but at paragraph 19 of
 22 your statement {SIL00000304/6} you say that you
 23 forwarded it over because he was the technical officer
 24 for fire and best placed to respond.
 25 So what had prompted you to send the email to

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1 Mr Mort at this stage?
 2 A. Because of the stakeholders involved, the fact it had
 3 been escalated to the building control officer,
 4 I thought it best it come from an official Siderise
 5 technical personnel.
 6 Q. We can see there that you don't send any covering text
 7 with your email, you simply forward Mr Hoban's email.
 8 Do you think that you discussed it in the office with
 9 Mr Mort?
 10 A. It would have been remotely, I'm not office--based, but
 11 yeah, it -- certainly we would have held some form of
 12 discussion. The content I couldn't tell you
 13 definitively, but it would have been along the lines of,
 14 "This is coming over, could you please, when I forward
 15 it over to you, review and author a response".
 16 Q. Did you propose any suggested comment or response?
 17 A. Not at all. It's not within my remit to do so.
 18 Q. Could we now turn to {SIL00000070}. This is an email of
 19 the same date, and we can see it's from you to
 20 Ben Bailey and John Hoban, and you write there:
 21 "All,
 22 "Please can somebody forward over a drawing of the
 23 build--up of the cladding so that my Technical Officer
 24 can evaluate and forward an official response with
 25 a SIDERISE product specification."

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1 Had Mr Mort told you why he needed a drawing of the
 2 build-up in order to advise?
 3 A. It 's just standard procedure. We'd look to request
 4 further information when further requests come in for
 5 technical assistance, you know, we needed as much
 6 information as possible to respond to the enquiries
 7 being put to us.
 8 Q. Is it right, then, that you passed the drawing requested
 9 back to Mr Mort when you received it?
 10 A. Yeah, I was playing a bit of middleman here, so yeah,
 11 I was just bouncing emails between the two people who
 12 were requesting and supplying information.
 13 Q. Yes, I see.
 14 Can we now turn to {SIL00000072}. This is an email
 15 from Simon Lawrence of Rydon to Ben Bailey, Ray Bailey,
 16 Ricky Kay, copied to a number of other recipients, and
 17 he says:
 18 "Ricky/Ben,
 19 "I appreciate that there is a discussion and
 20 different points of view regarding the cladding
 21 firestopping/cavity barrier regs which we can make.
 22 However we need to do this constructively and I'd rather
 23 not question the BC Officer (John Hoban) in front of
 24 everyone on email. Can you please sort this out in
 25 private and respond to myself and Neil if you have

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1 a valid argument?"
 2 So essentially Mr Lawrence was requesting that any
 3 debate around the cavity barrier requirements was done
 4 without John Hoban's knowledge; is that right?
 5 A. That's what it looks like from Simon's email, yeah.
 6 Q. Now, turning to your statement at paragraph 22, that's
 7 on page 7 {SIL00000304/7}, I would just like to pick up
 8 the story as you deal with it here:
 9 "On the same date (30th March), I received an email
 10 from Simon Lawrence of Rydon, who had copied in
 11 Ben Bailey, Chris Mort and individuals from Rydon,
 12 Studio E, Martin Sexton and Sue Sheppard (Siderise),
 13 asking that we dealt with the query privately ..."
 14 So that's the email that we were just looking at.
 15 "Mr Mort replied to the email confirming that we
 16 would only liaise with Harley as they were our client
 17 ... Mr Lawrence replied confirming that he was happy for
 18 the project team to discuss but did not want to upset
 19 Mr Hoban, which could have subsequent implications for
 20 him at a later stage ... Following this email, I had no
 21 further involvement with any other party/contractor
 22 involved in the refurbishment."
 23 Then moving down to paragraph 23:
 24 "Mr Mort following his review of the drawing
 25 provided by Mr Bailey on 30th March, provided me with

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1 a marked up version, requesting drawings of 3 sections;
 2 namely A-A through the cladding, B-B through the cill
 3 and CC Total, which I sent to Mr Bailey on 30 March 2015
 4 ... Mr Bailey replied on the same date and refers to
 5 a discussion, which I cannot now recall. However, he
 6 confirms that the two drawings that he has attached
 7 represent section A-A (window head) and B-B (window
 8 cill), which can be combined to create C-C, as he did
 9 not have a drawn detail to cover what Mr Mort was
 10 requesting."
 11 So, to put it simply, Mr Mort requested three
 12 section drawings from Harley and you obtained two of
 13 those, window head and cill level, and passed those from
 14 Mr Bailey back to Mr Mort; is that right?
 15 A. Correct.
 16 Q. Thank you.
 17 Can we now turn to Mr Mort's response,
 18 {HAR00018971}. At the bottom of page 1 of that email,
 19 we can see Mr Bailey's email to you copying in
 20 Chris Mort, subject "RE: Grenfell Tower Fire Stopping",
 21 and if we go over the page {HAR00018971/2}:
 22 "Ricky as discussed the two drawings attached
 23 represent section A-A ..."
 24 So he is providing the drawings.
 25 If we go back now to page 1 {HAR00018971/1}, can we

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1 have a look at Mr Mort's email in response at the top of
 2 the page. He says here:
 3 "Hi Ben,
 4 "I have reviewed the drawings sent over and sketch
 5 a proposal to alleviate the issues raised by the
 6 BCO ..."
 7 That was sent to Ben Bailey and also to you.
 8 In the second paragraph, he explains:
 9 "The proposal requires the installation ..."
 10 So he is talking about the proposal to alleviate the
 11 issues raised by the BCO:
 12 "... of RH25g 90/60 product in two layers one at the
 13 head of the window aligning with the compartment floor
 14 and the other at the top of the existing up stand,
 15 therefore two layers of 60 minutes protection that
 16 overall would provide if tested over 120: minutes
 17 protection, at the window locations."
 18 Do you see that there?
 19 A. I do, yeah.
 20 Q. Now, that differed from your previous advice to
 21 Mr Bailey that only 30 minutes' integrity and
 22 15 minutes' insulation were required.
 23 What was it that had led to Siderise's change of
 24 approach from pushing back against the building control
 25 officer to acquiescing and formulating a proposal to

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1 comply?
 2 A. What I informed was that minimum requirements of the
 3 cavity barrier were 30/15 and then advised that they
 4 should perhaps discuss this further with the BCO to see
 5 if that would be acceptable.
 6 Q. What was it that led then to that advice changing to,
 7 "Here is a proposal to alleviate the building control
 8 officer 's concerns"?
 9 A. As and when we received more information, which is what
 10 we requested to allow us to make further reviews and
 11 comments, then this is what materialised from that.
 12 Q. Now, in the first paragraph he goes on to say, at the
 13 end of that first line :
 14 "... also on the second page of the attachment
 15 I have highlighted the weak link so to speak in terms of
 16 fire and I think the BCO would have also noticed this."
 17 Had you discussed the weak link with Mr Mort?
 18 A. No, I hadn't discussed it with Chris Mort, no.
 19 Q. Could we turn to his annotated drawing, {HAR00003948/2},
 20 please. This is an annotated Harley drawing, annotated
 21 by Mr Mort, and he has put a bubble around the top of
 22 the window head and highlighted that weak link for fire.
 23 Did you review these drawings produced by Mr Mort at
 24 the time?
 25 A. I didn't, no. I was, like I said, acting as a bit of

1 a middleman, just merely clicking forward and just
 2 a brief summary of what was required from either side,
 3 so I wasn't actually opening the documents myself and
 4 reviewing them. I was of the full belief that Chris was
 5 obviously doing his side of things from a technical
 6 perspective, and that those technical -- any guidance
 7 being offered by Chris was being picked up by the guys
 8 at Harley.
 9 Q. Can we turn now to page 1 {HAR00003948/1}. We can see
 10 here that Mr Mort has sketched a proposal which includes
 11 two cavity barriers above the window head and two below
 12 the cill on the right-hand side. Do you see that there?
 13 A. I do, yeah.
 14 Q. Do you recall whether you reviewed this drawing at the
 15 time that it was sent out?
 16 A. Again, I wouldn't have done, no.
 17 Q. We can see here that there are no cavity barriers at the
 18 immediate jambs of the window. That's right, isn't it?
 19 A. One to the left there of the elevation, that's in pretty
 20 close proximity, but the one to the right 's slightly
 21 further out.
 22 Q. Was that something that, had you reviewed this drawing,
 23 you would have picked up at the time?
 24 A. There can be all sorts of reasons why verticals are not
 25 in too close proximity to window jamb locations, because

1 of the subframe supporting the cladding, because of the
 2 window(?) details and the various bits of bracketry at
 3 window jamb locations on -- more often than not it's
 4 almost impossible to get a thickness of cavity barrier
 5 into these areas, so quite often they need to be moved
 6 away.
 7 But, I mean, from looking at this, it appears that
 8 that's still within the same compartment, so had
 9 I reviewed it, it wouldn't have sent me any -- set off
 10 any immediate alarms because, I mean, we're not in --
 11 you know, we're not able to see sections here to show
 12 the interfaces, you know, the bracket supporting system
 13 around the window details. But, no, had I reviewed
 14 this, it wouldn't have raised any particular alarms.
 15 Q. Are you aware of the guidance in ADB setting out that
 16 cavity barriers are required to close around openings?
 17 A. I am.
 18 Q. Just so I can check I understand your evidence
 19 correctly, are you saying that, with that awareness, had
 20 you reviewed a drawing such as this, it wouldn't have
 21 caused you any concern that it did not appear that there
 22 were cavity barriers to close around openings?
 23 A. They are in quite close proximity already to the
 24 openings, and for other fire engineered reasons that may
 25 well have been mapped out within the fire strategy, if

1 they were the detailed locations of cavity barriers
 2 authored by the project fire engineer who writes the
 3 fire strategy or equivalent supervising authority,
 4 that's not for us as a manufacturer to then go ahead and
 5 override their proposed locations.
 6 So, no, it wouldn't have informed alarm bells
 7 because they're clearly set out here and they are set
 8 out for reasons that we may well not have been privy to.
 9 SIR MARTIN MOORE-BICK: Mr Laking, this witness didn't see
 10 this drawing and I wonder whether he is the right person
 11 to be pursuing questions of that kind with.
 12 MR LAKING: Sir, I take the point and I'm moving on.
 13 Mr Kay, did you ever have any separate discussions
 14 with Harley as to this weak link and Mr Mort's proposal
 15 to alleviate it beyond what we see in the documents?
 16 A. Nothing at all, no.
 17 Q. We see that Harley then placed their order for
 18 Grenfell Tower on 2 April 2015. Can we turn to that,
 19 it 's at {SIL00000172}. If we look at the bottom of
 20 page 1 we can see Mr Bailey's email of 2 April to you:
 21 "Hi Ricky,
 22 "Please see order and relevant information attached.
 23 If possible can you arrange to have the fixing spikes
 24 sent to site ASAP so we can get on with fixing them
 25 please."

1 Above that, we can see that you forward that to
 2 "Purchasing" and "Siderise Sales Distribution Group".
 3 Were they internal Siderise mail lists ?
 4 A. The Siderise sales distribution group would have been.
 5 Purchasing, that may well have been an old one, we're
 6 forever changing our emails, so without seeing this
 7 specific email address there, I can't be 100% sure, but
 8 yes, I would have thought so. It was an internal email.
 9 Q. Can we turn to the purchase order itself, which is on
 10 page 5 {SIL00000172/5}. We can see there, if we zoom in
 11 on the middle of the page, RVG-30/30, can you see that
 12 there, vertical cavity barrier ?
 13 A. Yeah, I can see that, yeah.
 14 Q. It's right to say that the 30/30 product, that didn't
 15 exist, did it ?
 16 A. I believe it would have been 90/30 at that time.
 17 Q. So would it be right to say that that should have
 18 referred to 90/30 vertical cavity barrier ?
 19 A. I'd have to check in the technical datasheet that it was
 20 a 90/30 rated barrier at the time. I'm aware that
 21 historically we did 30/30, 60/60, 120/120, but then with
 22 more recent fire testing, we were testing to failure
 23 rather than stopping at the levels that we were looking
 24 to achieve. So I'd have to double check that. I can't
 25 give a definitive answer on that at this stage.

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1 Q. Can I ask you now to look at Barbara Lane's report
 2 {BLAS0000008/46}. We can see there at paragraph 8.9.53
 3 she says:
 4 "The vertical cavity barriers observed on site were
 5 not the Siderise Lamatherm RVG-120/60 Full Fill
 6 (non-ventilated) breaks as prescribed in the Harley
 7 specifications ... but appeared to be the same
 8 RH25G-120/60 product (intended for horizontal
 9 installation) rotated and installed in the vertical
 10 position ... The leading edge (with the intumescent
 11 strip behind the polymeric seal) was located flush to
 12 the column surface, with the rough cut edge facing the
 13 rainscreen cladding panel."
 14 If we then turn to page 48 {BLAS0000008/48} and look
 15 at figure 8.52, we can see a picture there, if we zoom
 16 on in it, in the middle of page.
 17 Can you confirm that in the blown-up part of the box
 18 we see a green strip and it says "Siderise RH25"? Do
 19 you see that there?
 20 A. I do, yes.
 21 Q. So looking at that photo, would it appear that that is
 22 a horizontal cavity barrier that has been installed in
 23 the vertical position?
 24 A. It would appear so.
 25 Q. Are you sure that Harley did in fact order vertical

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1 cavity barriers ?
 2 A. If we can check a proof of delivery, I'm sure we'll be
 3 able to see that.
 4 Q. Do you have a specific recollection of them ordering
 5 vertical cavity barriers ?
 6 A. They've sent it over on their purchase orders, an
 7 incredibly slim chance we would have deviated from
 8 somebody's purchase order, so I'm pretty sure verticals
 9 would have been supplied and I'm sure we can support
 10 that with a POD.
 11 Q. Do you have any explanation as to why Dr Lane discovered
 12 horizontal barriers installed in the vertical position?
 13 A. Absolutely not.
 14 Q. Were you ever aware of horizontal barriers being
 15 installed in the vertical position by customers in
 16 previous projects?
 17 A. No.
 18 Q. Can we turn now to {HAR00004238}. This is an email at
 19 the top of page 1 from Ben Bailey to you on 6 May 2015,
 20 and he says there:
 21 "Hi Ricky,
 22 "At the risk of covering old ground.... Are we ok to
 23 use the 30/30 product (according to BR) for vertical
 24 cavity fire stopping at Grenfell tower? Just want to
 25 make sure before we start putting anything on the wall,

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1 as I think we focused on the Horizontal intumescent
 2 cavity barriers last time..
 3 "Best Regards,
 4 "Ben."
 5 Was it your understanding that there was a 30/30
 6 product at this stage?
 7 A. Again, I can't recall whether or not it was rated at
 8 30/30 or 90/30 when it was supplied.
 9 Q. We are unable to find a response to that email. Do you
 10 know if you corrected Mr Bailey?
 11 A. I can't recall, sorry.
 12 Q. Do you know how you responded to him if at all?
 13 A. Yeah, no, I cannot respond -- cannot recall, sorry.
 14 Q. You continued to correspond with Harley after the weak
 15 link email that we were looking at. Did you ever take
 16 an opportunity to check with Harley whether they had
 17 taken on board the advice in the weak link email and
 18 actioned it or relied upon it?
 19 A. I mean, my understanding was that that weak link didn't
 20 ultimately concern the application of our product, so
 21 the advice by us was just offered in good faith and it
 22 was something that the project design team should have
 23 been looking to consider as a possible route for fire to
 24 spread from, I believe, inside to outside through the
 25 window detail. So it wasn't specifically an application

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1 for our product or the products that we'd supplied on to
 2 this project.
 3 So, no, it wasn't something that I proactively
 4 followed up on. It was just advice offered in good
 5 faith by our technical team.
 6 MR LAKING: Mr Kay, that reaches the end of the questions
 7 that I have for you.
 8 Mr Chairman, that was a very short 45 minutes,
 9 I appreciate.
 10 SIR MARTIN MOORE-BICK: Don't worry, you won't be criticised
 11 for that. Right, thank you very much, Mr Laking.
 12 Well, as you heard, Mr Kay, counsel has asked all
 13 the questions that he thinks he needed to ask you, but
 14 we always have a break at this stage just to give him
 15 a chance to review things, and also to give other people
 16 who are following the Inquiry from elsewhere the chance
 17 to suggest further questions.
 18 So we will have a break now until 4.05, I'm going to
 19 say, and then at that stage we will whether there are
 20 any more questions anyone wants to put to you.
 21 All right?
 22 Please, again, don't talk to anyone about your
 23 evidence or anything relating to it while we're on the
 24 break.
 25 THE WITNESS: Absolutely.

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1 SIR MARTIN MOORE-BICK: So we will see you a bit later,
 2 then.
 3 THE WITNESS: Thank you.
 4 SIR MARTIN MOORE-BICK: Thank you very much.
 5 (3.50 pm)
 6 (A short break)
 7 (4.05 pm)
 8 (Proceedings delayed)
 9 (4.35 pm)
 10 SIR MARTIN MOORE-BICK: Welcome back, everyone. I'm sorry
 11 that there has been quite a significant delay, because
 12 we've had problems with the live stream. The live
 13 stream failed about half an hour ago and, despite the
 14 best efforts of our technicians and their support, we
 15 haven't been able to resume the connection.
 16 I understand from counsel that he has only one
 17 further question for this witness, and because of that,
 18 we've taken the view that the right course is to record
 19 the rest of this afternoon's proceedings, which ought to
 20 be very short, and add it to the recording of the day's
 21 hearing.
 22 So, we're now going to go back to Mr Kay and put the
 23 final questions to him now.
 24 So are you there, Mr Kay? Can you see me and hear
 25 me?

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1 THE WITNESS: I am, yes.
 2 SIR MARTIN MOORE-BICK: Very good.
 3 Well, I'm very sorry to have kept you waiting for so
 4 long. As you have probably heard, we've had some
 5 technical problems which we haven't been able to iron
 6 out fully, but we have at least reached the point at
 7 which we can finish your evidence without any further
 8 delay. So I'm going to invite Mr Laking to put
 9 a further question to you, if he has one.
 10 Mr Laking, are you there?
 11 MR LAKING: Yes, thank you, sir.
 12 SIR MARTIN MOORE-BICK: Very well. Would you like to go
 13 ahead.
 14 MR LAKING: Thank you.
 15 Mr Kay, just one question: did you ever inspect any
 16 other Harley projects beyond Waylands House?
 17 A. No.
 18 MR LAKING: Mr Chairman, Mr Kay, thank you very much. That
 19 concludes the questions that we have for you.
 20 SIR MARTIN MOORE-BICK: Well, thank you very much,
 21 Mr Laking.
 22 Well, again, I'm sorry we kept you so long just to
 23 ask you that one question, but we are very grateful to
 24 you, Mr Kay, for coming to give us your evidence. It's
 25 been helpful to hear what you have to tell us, and

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1 that's all we have for you. You're now free to go, and
 2 thank you very much. So, goodbye.
 3 THE WITNESS: Bye.
 4 (The witness withdrew)
 5 SIR MARTIN MOORE-BICK: Well, that completes the proceedings
 6 for today. We will resume tomorrow morning at
 7 10 o'clock.
 8 (4.40 pm)
 9 (The hearing adjourned until 10 am
 10 on Wednesday, 10 March 2021)
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