

OPUS 2

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Grenfell Tower Inquiry

Day 7

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Phone: +44 (0)20 3008 5900

Email: transcripts@opus2.com

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

1 Tuesday, 3 March 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. We're going to continue hearing from
 5 Mr Sounes.
 6 So could we have Mr Sounes in, please. Thank you.
 7 MR BRUCE SOUNES (continued)
 8 Questions from COUNSEL TO THE INQUIRY (continued)
 9 SIR MARTIN MOORE-BICK: Good morning, Mr Sounes.
 10 THE WITNESS: Good morning.
 11 SIR MARTIN MOORE-BICK: Are you ready to continue?
 12 THE WITNESS: Yes.
 13 SIR MARTIN MOORE-BICK: Good, thank you.
 14 Yes, Ms Grange.
 15 MS GRANGE: Thank you very much.
 16 Mr Sounes, I want to start this morning by asking
 17 you some questions about the setup and selection of
 18 staff for the Grenfell project.
 19 Could we start by turning in Mr Kuszell's statement
 20 at {SEA00014271/6} to look at paragraph 23. If we look
 21 about six lines down, there is a sentence beginning
 22 "A commission". We looked at this with Mr Kuszell
 23 yesterday. It says:
 24 "A commission with an approximately £1m construction
 25 value and above would have a director or associate

1

1 director and a project architect allocated to it."
 2 Do you see that?
 3 A. Yes.
 4 Q. Now, at the outset of Studio E's work on the Grenfell
 5 project, was it the case that Mr Kuszell was the
 6 director and you were the project architect?
 7 A. At the outset of Grenfell?
 8 Q. Yes, at the outset of the Grenfell project.
 9 A. Yes, I think that's correct.
 10 Q. So he is the director, you are the project architect,
 11 and were you the principal architect with responsibility
 12 for the project?
 13 A. You have to tell me what you mean, as distinct from
 14 a project architect.
 15 Q. Well, did you take day-to-day responsibility for the
 16 Grenfell project within Studio E?
 17 A. Yes.
 18 Q. Then can we look at {SEA00014272/2}. This is within
 19 Mr Kuszell's exhibits. On page 2, at the bottom of the
 20 page, we see an email from you to Mr Kuszell dated
 21 7 March at 11.37. Do you see that there?
 22 A. Yes.
 23 Q. Yes. Again, I think we looked at this yesterday.
 24 There we can see that you told Mr Kuszell -- if you
 25 look at the fourth paragraph down, we can see you say:

2

1 "Very happy to front this. Might be cleaner and
 2 provide a shield for Garry's gripes."
 3 Then you go on and say:
 4 "Resourcing wise I'm not sure."
 5 Focusing on that little bit for the moment, where
 6 you say "Very happy to front this", is that you saying,
 7 "I'm happy to take charge of this project going
 8 forward"?
 9 A. Yes.
 10 Q. And Garry there, is that Garry Stewart?
 11 A. Yes.
 12 Q. He is one of Studio E's directors?
 13 A. Well, at that time he was a partner, yeah.
 14 Q. A partner, yes, I see.
 15 Did you know Garry Stewart to be the person in
 16 charge of administering health and safety in relation to
 17 projects and site safety?
 18 A. I think I did know that at the time, yes.
 19 Q. You think you did know that?
 20 A. Well, it's a long time ago. I did know that, and
 21 I think I knew it at the time. Yeah.
 22 Q. You specifically recall Mr Stewart taking that health
 23 and safety role within the practice, do you?
 24 A. I do, yes.
 25 Q. What do you mean by the statement that you have made

3

1 there, or the phrase you have used there, "Might be
 2 cleaner and provide a shield for Garry's gripes"? What
 3 did you mean by that?
 4 A. I was an associate, and Garry was -- appreciate it's
 5 a bit uncomfortable speaking on behalf of Garry, but
 6 Garry had expressed a view, not just in relation to me
 7 but others as well, that associates shouldn't really be
 8 project architects alone, they should be prospecting and
 9 winning work on behalf of the practice and therefore not
 10 singularly project architects.
 11 Q. So why would you fronting this provide a shield for his
 12 gripes?
 13 A. Well, it was a client -- it was a different client. The
 14 TMO was a client and it was a separate client to RBKC.
 15 Q. I see, so because it was with a new client, the TMO --
 16 A. Yes.
 17 Q. -- ie, you know, a new project, a new initiative, that
 18 might assuage him in terms of his concern about
 19 associates going out and winning new projects?
 20 A. Just sitting back and --
 21 Q. Is that right, what I have just summarised?
 22 A. Yes.
 23 Q. Sorry, then carry on, you were going to say ...?
 24 A. I think I've given a -- I don't know if I've
 25 communicated what I understand, but the client was a new

4

1 client , and if I was going to front direct with the
2 client and not Andrzej, that was, in a sense, satisfying
3 Garry's expectations of an associate .
4 Q. Understood. Yes.
5 Now, turning back to Mr Kuszell, is it fair to say
6 that Mr Kuszell was only ever involved at a strategic ,
7 high level in relation to the project?
8 A. Yes, although of course he was kept abreast all the
9 time, yes, but he didn't attend meetings, no.
10 Q. When you say he was kept abreast, what kind of
11 information would you keep him abreast of?
12 A. Week by week, day by day, what --
13 Q. Just kind of basic progress, milestones, how you were
14 getting on?
15 A. Yes, all the time. I mean, we obviously worked very
16 close at all times.
17 Q. Did he ever review any of the technical work on the
18 project?
19 A. By technical work, you mean review drawings --
20 Q. Yes, specifications .
21 A. I do not recall him reviewing specifications , no.
22 Q. Or drawings?
23 A. Certainly around the time of the planning application ,
24 he would have definitely looked at drawings. I would
25 have definitely shown him drawings.

1 Q. What about later? What about the tender stage when you
2 were preparing the NBS specification?
3 A. I can't recall doing so, but I might well have done.
4 I might well have consulted him on something, but
5 I can't recall .
6 Q. You can't recall .
7 I now want to look at some of the others that were
8 involved in the project on behalf of Studio E. I'm
9 going to go through them.
10 So we have Markus Kiefer, and we know that he
11 started working on the project around April 2012. Do
12 you know or can you recall approximately when he stopped
13 working on the project?
14 A. I don't recall . I know his involvement was quite brief ,
15 but I can't recall .
16 Q. Do you know if he had any experience with residential
17 high-rise overcladding?
18 (Pause)
19 A. Not as narrowly, but he may have had some experience of
20 that, but I'm not sure.
21 Q. You don't know?
22 A. No.
23 Q. Adrian Jess is another figure that we see. You describe
24 him in your statement as a senior architect who had
25 worked on several other projects under another Studio E

1 director , sometimes as a project architect . Is that
2 correct?
3 A. Yes.
4 Q. For the transcript , that's at paragraph 124 of your
5 statement {SEA00014273/59}.
6 Is it right that he worked on the project from early
7 September 2012?
8 A. I seem to recall that from the documents, yes.
9 Q. Do you remember when he stopped working on the project?
10 A. It was early 2013.
11 Q. So just for a few months he was involved?
12 A. Yes.
13 Q. Again, do you know if he had any particular experience
14 with residential high-rise and overcladding projects?
15 A. I do not recall discussing his previous experience, no.
16 Q. Okay.
17 Blaine Cagney is another figure . What was his role
18 at Studio E?
19 A. As I recall , Blaine joined us as a graduate, so I think
20 he did have some experience. He had just qualified ,
21 essentially .
22 Q. Would that be parts 1 and 2 or --
23 A. Part 2. He had done part 2.
24 Q. But he hadn't done part 3, so he wasn't a registered
25 architect ?

1 A. No.
2 Q. Again, can you remember, when was his involvement in the
3 project, roughly?
4 A. That is tricky because I know he was on and off involved
5 for quite a long time, but not consistently . So he
6 might have been involved right at the beginning and
7 right at the end, but I cannot recall exactly .
8 Q. Do you remember the kind of situations when you would
9 get him involved? Was there a particular --
10 A. No, it was obviously based on the pressure. He was
11 versatile . But he was involved in other projects at the
12 same time.
13 Q. Again, do you know if he had any experience with
14 residential high-rise or overcladding?
15 A. As a graduate, no.
16 Q. No.
17 Then we have Kai Fabiunke; yes?
18 A. Yes.
19 Q. Is it right that he studied architecture in Germany?
20 A. Yes.
21 Q. Do you know if he was a registered architect in the UK?
22 A. Yes.
23 Q. He joined Studio E, we know, in 2003 and was promoted to
24 an associate in 2012.
25 Again, can you remember approximately the dates when

1 he was working with you on the project?
 2 A. Gosh, it was a very -- it was a matter of weeks.
 3 Q. So not very long?
 4 A. Not very long. It was ... February, maybe, 2013.
 5 Sorry, I would have to --
 6 Q. No, that's fine. Okay.
 7 A. I can't remember.
 8 Q. Again, do you know if he had any experience with
 9 residential high-rise or overcladding projects?
 10 A. In his years, he did discuss his experience, but
 11 I couldn't be sure exactly because I didn't see any
 12 pictures, drawings.
 13 Q. Then we have Tomas Rek. We know that he is a foreign
 14 qualified architect, he qualified in 2005, and at
 15 Studio E he says he worked as a project architect; was
 16 that your understanding?
 17 A. Yes.
 18 Q. Were you aware of whether he was a registered architect?
 19 Had he done his part 3 here in the UK?
 20 A. Most of the European graduates qualify under EU
 21 harmonisation rules to register without doing a part 3
 22 qualification, so I ... not 100% whether Tomas had
 23 registered.
 24 Q. It's certainly right with parts 1 and 2 there are
 25 equivalent situations.

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1 A. 3 as well.
 2 Q. You think for 3 as well? Okay.
 3 Is it right that he, Tomas Rek, only worked on the
 4 project for a period of three months between September
 5 2013 and December 2013?
 6 A. Yes.
 7 Q. Can we just look at something in terms of resourcing.
 8 Can we go to {SEA00008352}. This is an email of
 9 6 September 2013, if we can blow that up. This is sent
 10 from you to Mr Kuszell.
 11 Right at the end -- so this is September 2013, so
 12 you have done your stage D report in August 2013 and
 13 we're looking forward to stage E, and you say at the
 14 end:
 15 "Grenfell Stage E is quite a lot of fee to earn in
 16 a short period. I'm a little anxious about the
 17 resource."
 18 Is it fair to say at this stage you were concerned
 19 about whether you would have sufficient resource for
 20 stage E?
 21 A. Sufficient resource, sufficient time. Obviously if you
 22 have more time, you can do more work.
 23 Q. What was it particularly -- we're going to look at the
 24 stages later -- about stage E that was concerning you?
 25 A. Well, that was our tender pack.

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1 Q. Your tender pack was done at stage E?
 2 A. Yes. Through -- well, from I think -- I think we
 3 started a bit before September, but it was due to be
 4 finished by the November.
 5 Q. Yes.
 6 A. Yeah.
 7 Q. Yes. Okay.
 8 Do you know if Tomas Rek had any particular
 9 experience with residential high-rise or overcladding
 10 projects?
 11 A. I'm not aware of it, no, he didn't -- I don't recall him
 12 mentioning it.
 13 Q. Then we have Mr Crawford, Neil Crawford, and it's right,
 14 isn't it, that he hadn't taken part 3 of the architects
 15 qualification, had he?
 16 A. No.
 17 Q. Is it right that he took over from you as the day-to-day
 18 contact on the project from July 2014?
 19 A. Thereabouts, yeah. I continued to be copied in to
 20 emails and ...
 21 Q. But he was then in the driving seat in terms of taking
 22 the project forward; is that correct?
 23 A. At that stage, we were through planning -- most of
 24 planning, not all of planning -- and Rydon were on
 25 board, and he became the day-to-day contact for Rydon.

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1 Q. We'll discuss Mr Crawford's work a number of times, but
 2 just at this stage, can you explain, if he hadn't done
 3 his part 3 qualification, why did you think it was
 4 appropriate to have him as the day-to-day contact going
 5 forward from July 2014?
 6 A. He had performed that role on several projects
 7 previously, in Studio E and I believe at his previous
 8 practice. He's -- having a part 3 is obviously
 9 beneficial to the practice, but there's no ... it's not
 10 a substitute for experience. So he had extensive
 11 experience.
 12 Q. Is it right that Neil Crawford was the only person in
 13 the team that you knew of positively that had
 14 residential overcladding experience?
 15 A. The overcladding bit -- you're combining these all --
 16 Q. Sorry.
 17 A. I'm pretty confident, because I sat in on his interview,
 18 that I saw the projects that he had worked at, and they
 19 were definitely high-rise and they were definitely
 20 residential.
 21 Q. Okay, yes.
 22 A. But I also know that he did commercial projects.
 23 Q. We will look at what he says about those projects in
 24 just a moment, but it's right, isn't it, that he wasn't
 25 involved until the construction phase of the Grenfell

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1 project, was he?
 2 A. Correct, yeah.
 3 Q. So just looking back and standing back from that team,
 4 would it be fair to summarise that the Studio E team on
 5 the project consisted of you plus one or two assistants
 6 to begin with?
 7 A. You've missed out Paddy.
 8 Q. Ah, Paddy Glennon; is that right?
 9 A. Yeah. I think his involvement was more consistent
 10 throughout.
 11 Q. What was his role?
 12 A. He was an assistant, similar age and level as Blaine.
 13 Q. And over what time period did he assist with the
 14 project?
 15 A. As I say, it was more consistent. I think it was from
 16 very near the beginning towards the end of 2013.
 17 Q. Right. So who did you think was working with you on
 18 a regular basis during your initial intensive
 19 involvement with the project? Who did you see as your
 20 key assistants on it?
 21 A. In 2012 I seem to recall it was mainly Paddy.
 22 Q. Paddy Glennon?
 23 A. Yeah.
 24 Q. And thereafter, 2013?
 25 A. Well, from the end of 2012, obviously Adrian came on.

13

1 Q. Yes.
 2 A. And I think during that period we had use of Blaine as
 3 well.
 4 Q. Okay, and then you have Tomas Rek coming in --
 5 A. Yes, thereafter.
 6 Q. -- in the run-up to the specification --
 7 A. Yes.
 8 Q. -- at the end of 2013.
 9 A. Yes.
 10 Q. Yes.
 11 In the latter phases of the project, is it fair to
 12 say that Neil Crawford was working largely on his own,
 13 with some oversight from you?
 14 A. He ... yes, I mean, working -- there wasn't much call on
 15 his time, as I recall. It was a long period over which
 16 he was involved, but he wasn't producing work; he was
 17 commenting on drawings and attending meetings, as far as
 18 I ... he wasn't producing work as an architect.
 19 Typically that is producing drawings.
 20 Q. Now, we know that the initial estimated cost of the
 21 Grenfell refurbishment was around £6 million, and we
 22 know that the cost went up to around £9 million by
 23 tender stage.
 24 Now, based on what Mr Kuszell has said about
 25 resourcing, should this not have justified a larger

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1 team, ie with a director or a partner, a project
 2 architect, and then more associates?
 3 A. I'm not sure that's how you would make the judgement,
 4 no.
 5 Q. So you didn't think that it justified having a more
 6 engaged director on the project?
 7 A. A more engaged -- no. Andrzej was engaged. When it
 8 came to the planning stage, he was very engaged.
 9 Q. But I think you just accepted that he had fairly
 10 high-level involvement --
 11 A. Yeah.
 12 Q. -- apart from at the planning stage; is that correct?
 13 A. Yeah.
 14 Q. In terms of experience, is it right that no one on the
 15 pre-novation team, ie pre-Rydon's appointment, had
 16 experience of residential overcladding projects?
 17 A. We ran through them and I have to summarise that I --
 18 none that I knew of.
 19 Q. No.
 20 Can we just look at the experience that Mr Crawford
 21 had. Can we look at paragraph 21 of his statement.
 22 That's {SEA00014275/9}.
 23 Can you just read that paragraph to yourself for
 24 a moment.
 25 A. 21?

15

1 Q. Yes, please.
 2 (Pause)
 3 A. Yeah.
 4 Q. So what we can see from that paragraph is that the
 5 Millharbour Quarter project that he refers to only got
 6 to the planning stage. Do you see that? That's in the
 7 third line up.
 8 A. Yeah.
 9 Q. Then he is also referring to the Hardman Square project
 10 in Manchester earlier in that paragraph.
 11 Can we go on within Mr Crawford's statement to
 12 paragraph 241. This is {SEA00014275/74}. He gives some
 13 more details about the Hardman Square project. If we
 14 look three lines up from the bottom, he talks about:
 15 "... Hardman Square ... Manchester which
 16 Foster + Partners designed for Allied London, in around
 17 2004. I was the Project Lead for Foster + Partners, and
 18 I now recall that Arup Façades assisted in designing the
 19 cladding as a façade consultant with Metalbau Frueh as
 20 a subcontractor."
 21 So is it right from that that it was Arup Façades
 22 there who were designing the cladding as a façade
 23 consultant?
 24 A. I thought Metalbau were -- well, I'm familiar with the
 25 company. I think it's the same Austrian cladding. I

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1 think they're the cladding designer.
 2 Q. Yes.
 3 Did you know much about Mr Crawford's experience in
 4 this regard when you engaged him on the Grenfell
 5 project? Did you speak to him --
 6 A. Did I know much? I knew of it, but I don't think I ...
 7 he had discussed it with me, not necessarily in the
 8 context of Grenfell, I must add, but I was aware of
 9 a project in Manchester which involved Arup Façades and
 10 cladding.
 11 Q. Was that any part of your thinking when you put him on
 12 the Grenfell project, the fact that he had had this
 13 experience?
 14 A. I think it was, yeah. I think that was our collective
 15 thinking. If you're directing that question at me,
 16 I think Andrzej and I obviously thought of it when we
 17 suggested putting him on.
 18 Q. It was with reference to that Hardman Square project?
 19 A. No.
 20 Q. No?
 21 A. No, just knowledge that he had, experience with
 22 high-rise buildings.
 23 Q. Would you agree with me, looking at this, that he has
 24 taken one project up to planning stage and there is
 25 another project, but he has had some significant

1 assistance there with Metalbau or Arup Façades as the
 2 cladding façade consultant?
 3 A. Has he had assistance?
 4 Q. Well, he says, "Arup Façades assisted in designing the
 5 cladding".
 6 A. Okay.
 7 Q. What I'm suggesting is that, in fact, his experience of
 8 overcladding was actually quite limited, when you look
 9 at this. Would you accept that?
 10 A. I think you're inferring it. I don't think that's in
 11 any way --
 12 Q. Okay, let's move on.
 13 A. -- a fair comment.
 14 Q. Okay.
 15 Do you accept that when taking on the project,
 16 Studio E should have recognised that their existing
 17 levels of knowledge and skill would need to be expanded?
 18 A. I think knowledge, yes. Skill, I think it was within
 19 our skills --
 20 Q. Yes.
 21 A. -- to tackle the project.
 22 Q. At any stage during the Grenfell project, did you
 23 consider hiring someone else who did have experience to
 24 work on, in particular, the overcladding aspects of the
 25 project?

1 A. Erm ... I definitely don't recall discussing that.
 2 Q. Was it a thought that ever occurred to you?
 3 A. I think your question is again inferring that we would
 4 be designing something specialist, which we did not
 5 expect to be doing.
 6 Q. So you didn't expect to be designing the overcladding --
 7 A. No.
 8 Q. -- for the project?
 9 A. No.
 10 Q. Because?
 11 A. Because something as discrete and as sophisticated as
 12 an overclad is usually, in my experience, let as
 13 a single contract to a specialist subcontractor.
 14 Q. So did you expect to do any design work on it?
 15 A. We expected to provide the intent and the -- sufficient
 16 for it to be priced, yeah.
 17 Q. I see.
 18 Did you consider instructing a member of your team
 19 to carry out further research into overcladding
 20 projects?
 21 A. Well, there was research done at the outset, and then
 22 certainly through 2013, when it became clear that we
 23 would not be proceeding with Leadbitter/Bouygues, and
 24 then the research took on a slightly more -- a different
 25 focus, because we would be providing tender information

1 for an open tender.
 2 Q. And that research that you talked about at the outset of
 3 the project, was that what we discussed yesterday, where
 4 you said you went online and you had a look and you
 5 ended up finding CEP; is that correct?
 6 A. Started looking for similar projects and quickly came
 7 across CEP, yes.
 8 Q. Do you remember what similar projects you found when you
 9 did that research? Do you remember any particular
 10 similar projects that were important?
 11 A. I can't mention any by name, but I do know there were
 12 a number. I know they sent us drawings, and I'm ...
 13 Q. Can we have a look now at paragraph 343.4 of your
 14 statement. This is at {SEA00014273/140}, at the bottom
 15 of the page. So there you say in the first sentence:
 16 "The Building Regulations are not straightforward to
 17 interpret and this was a complex Project."
 18 Now, can you explain in what way you appreciated it
 19 was a complex project?
 20 A. It was a high-rise. It was an existing building, with
 21 a single means of escape, and that single means of
 22 escape was internal. It was a building which was going
 23 to be altered quite significantly, with the residents in
 24 it.
 25 Q. Yes.

1 A. Yeah, tackling that is clearly complex.
 2 Q. Is that something, that complexity, that you appreciated
 3 at the outset of the project?
 4 A. Yes, definitely .
 5 Q. But that wasn't something that triggered in you a desire
 6 to hire in additional expertise to assist you?
 7 A. I would argue that's what the consultants were.
 8 Q. Do you agree that the overcladding of the building
 9 envelope was by far the most complicated part of the
 10 project in terms of design, specification and regulatory
 11 compliance?
 12 A. No.
 13 Q. You don't?
 14 A. Not at all , no.
 15 Q. So which part of the project did you think was the most
 16 complex in terms of design, specification and regulatory
 17 compliance?
 18 A. Well, you have added a lot of --
 19 Q. We can break it down. Which did you think was the most
 20 complex in terms of design?
 21 A. The lower four floors . The podium level, the
 22 alterations to the podium were considerably complex,
 23 both in the design, the number of changes, the routing
 24 of the services , co-ordinating the work, given that it
 25 also had to accommodate the entrance and exit from the

1 tower for the residents, and agreeing the scheme with
 2 the planning. The lower floor was definitely
 3 a challenge. The lower four floors; the podium, as we
 4 call it .
 5 Q. Does it follow from that that you would say it was also
 6 the most complex in terms of specification and
 7 regulatory compliance?
 8 A. Given that we were altering the means of escape, having
 9 to consider the ventilation and smoke extract to the new
 10 residential floors at that level, yes, I would.
 11 Q. I mean, I appreciate it's difficult this long after, but
 12 in terms of the overcladding aspect, where did that fall
 13 in your thinking in terms of complexity?
 14 A. Rainscreen cladding itself is quite straightforward,
 15 especially when you've got a concrete substrate. You've
 16 got -- if it were a new-build and -- an ideal backing is
 17 a concrete background for a rainscreen cladding. So the
 18 existing building was in a sense no different to
 19 a new-build; it just happened to have a lot of people
 20 living in it. That's where the complexity arose.
 21 Q. Does it follow from that that you didn't think that the
 22 overcladding was a complicated aspect of the design?
 23 A. No, of course it is. Working at height is definitely --
 24 Q. Working at height?
 25 A. Well, yes. Of course it's sophisticated and technically

1 complex because of structural , dimensional co-ordination
 2 involved.
 3 Q. What about risk to the building? Did the overcladding
 4 of the building give rise to any complexity in terms of
 5 potential risks?
 6 A. Did it? I think the risk that certainly did occur to us
 7 was the weight of the cladding.
 8 Q. The weight, yes.
 9 A. Yeah. I mean, it did occur to us, but it certainly was
 10 checked by the structural engineers.
 11 Q. Can we now go back and look at the 29 February 2012
 12 email from Mr Anderson with the initial brief for the
 13 project. We find that at {SEA00000007/2}. So he says
 14 on page 2 -- so this is in the first paragraph after the
 15 subparagraphs at the top. We see him saying there:
 16 "This work will be separate to but complimenting
 17 KALC. It must not in any way compromise the KALC
 18 Project and we will require assurances and a clear
 19 delineation demonstrating this."
 20 Do you see that?
 21 A. Yes.
 22 Q. We know about the KALC project. So is it right that you
 23 were required to ensure that you didn't divert resources
 24 away from the KALC project?
 25 A. I think that's the more obvious interpretation of that

1 statement, but I'm not sure it's the only one.
 2 Q. What would be the other interpretation you're thinking
 3 of?
 4 A. I think ... I'm speculating, but --
 5 Q. I'm asking, when you read it, what did you understand it
 6 to mean?
 7 A. I thought it's relatively straightforward to keep the
 8 teams separate, but I think they didn't want any --
 9 anything coming out of the Grenfell project interfering
 10 with the progress of the KALC project, so whether that
 11 be discussing site boundaries or access or, I don't
 12 know, consultations, you know, any -- it could be
 13 anything.
 14 Q. Okay.
 15 Did you understand this to mean that the Grenfell
 16 project was a lower priority for the TMO than the KALC
 17 project?
 18 A. I don't think that's correct, no.
 19 Q. Did you ever get that impression from your dealings with
 20 the TMO, that this was a lower priority project?
 21 A. No. No, no. Not at all .
 22 Q. Was it a lower priority project within Studio E?
 23 A. No.
 24 Q. Do you know how many architects within Studio E were
 25 working on the KALC project?

1 A. Off -- sorry --
 2 Q. Approximately.
 3 A. Approximately, five , it could have gone up at times.
 4 Q. Any partners or directors?
 5 A. KALC?
 6 Q. Yes.
 7 A. That was Andrzej, obviously.
 8 Q. Andrzej?
 9 A. Yes.
 10 Q. Any other directors or partners?
 11 A. No.
 12 Q. So you had five?
 13 A. Well, approximately. I think it did fluctuate , and I'm
 14 hazarding --
 15 Q. Sorry, fair point, approximately five .
 16 Were you ever involved in the KALC project?
 17 A. I was.
 18 Q. What was your involvement?
 19 A. Primarily in the bid.
 20 Q. Sorry, primarily ...?
 21 A. In the bid.
 22 Q. In the bid?
 23 A. Yeah.
 24 Q. So when would that have been?
 25 A. I think Andrzej discussed that yesterday, and I think it

25

1 did start April/May/June 2011.
 2 Q. Yes.
 3 A. I think we'd been awarded September/October.
 4 Q. So in 2011?
 5 A. 2011.
 6 Q. Yes. Were you ever involved thereafter in the KALC
 7 project?
 8 A. I was involved a little for a month or two.
 9 Q. What kind of involvement did you have?
 10 A. It was just initial discussions about site organisation.
 11 I think I attended one or two meetings.
 12 Q. Did you ever have any detailed knowledge of the
 13 specifications for the KALC project, for example what
 14 they might have used in the external wall? Was that
 15 something that crossed your desk that you looked at?
 16 A. I think I was aware of what they were doing, but that
 17 came later.
 18 Q. Okay.
 19 A. Quite a bit later . But not in -- I didn't set about
 20 scrutinising it .
 21 Q. Okay.
 22 A. No.
 23 Q. I now want to ask you a few questions about the impact
 24 of Studio E's insolvency.
 25 So we know that in August 2014, Studio E LLP was

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1 placed into voluntary creditors' liquidation ; is that
 2 correct?
 3 A. Yes. Well --
 4 Q. And it was Studio E LLP that was originally engaged to
 5 work on the Grenfell project by the TMO; is that right?
 6 A. Yes.
 7 Q. Can you recall , approximately how many employees did
 8 that organisation have in 2012? So before the
 9 insolvency, roughly what kind of size was Studio E LLP?
 10 A. I can't recall , because it obviously was changing, and
 11 I think we have stated somewhere the approximate numbers
 12 at the time.
 13 Q. So I think in the opening it was stated to be
 14 approximately 45. Would that sound about right?
 15 A. Yeah. I think we were at our biggest in 2012, I think.
 16 Q. At your biggest in 2012?
 17 A. I think so.
 18 Q. Yes.
 19 A. But I could be wrong on that.
 20 Q. By the time of the liquidation in August 2014, had
 21 Studio E LLP shrunk before that point?
 22 A. Yes.
 23 Q. By what kind of measure? I mean ...
 24 A. There was a series of redundancy processes.
 25 Q. Do you remember approximately how many individuals were

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1 made redundant? Are we talking tens, are we talking
 2 a handful?
 3 A. That's very difficult . I --
 4 Q. You can't --
 5 A. Some people left of their own accord, and some didn't.
 6 I'm very hesitant to put a figure on it because I think
 7 I would be guessing.
 8 Q. Is it right that Studio E Architects Limited is now
 9 a much smaller company than Studio E LLP was?
 10 A. 2014?
 11 Q. Yes. Well, let's say in 2014. Was it a much smaller
 12 company?
 13 A. By mid-2014, once the liquidation --
 14 Q. Yes.
 15 A. Once everyone was transferred over?
 16 Q. Yes.
 17 A. Yes.
 18 Q. Approximately how many employees worked for Studio E
 19 Limited by that point, mid-2014?
 20 A. Sorry, Studio E Limited?
 21 Q. Yes. So after the insolvency, which we know is in
 22 August 2014.
 23 A. A figure of 9 to 12.
 24 Q. 9 to 12?
 25 A. Yeah.

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1 Q. Yes. So is it right that Studio E Architects Limited is
 2 a smaller company both in terms of turnover and staff?
 3 A. Yes.
 4 Q. Was it ever the case that there was limited staff
 5 available to work on the Grenfell project after
 6 Studio E LLP's insolvency?
 7 A. No.
 8 Q. You always felt that you had adequate people available?
 9 A. Yes.
 10 Q. When the insolvency was taking place, were more senior
 11 members of staff such as yourself diverted away from
 12 project work while the insolvency took place?
 13 A. Erm ... there was disruption, obviously. We did have to
 14 move office. But I don't -- I mean, at the time we were
 15 in a bit of a -- it was a stand-down period.
 16 Q. So apart from moving offices and that kind of
 17 disruption, did you yourself get pulled into any work
 18 involved in dealing with the insolvency?
 19 A. Not -- I attended some meetings, but I wouldn't say
 20 I was diverted, no.
 21 Q. So it didn't affect your project work at that time?
 22 A. No.
 23 Q. No.
 24 I now want to come on to look at Studio E's
 25 contractual duties to the TMO. I'm going to start by

1 asking you questions about the contract between
 2 Studio E LLP and the TMO, your appointment to them.
 3 Now, as we've already seen, on 29 February 2012
 4 Mr Anderson emailed Mr Kuszell with an initial
 5 description of the project, which he then forwarded to
 6 you because Mr Kuszell was away. Let's go back and look
 7 at that. This is {SEA00000007/1}, and if we look at the
 8 email.
 9 So the email provides the principal objects of the
 10 project. We see that at the bottom of that page. If we
 11 go over on to page 2 {SEA00000007/2}, in the middle of
 12 the page, about three paragraphs down after the first
 13 lot of subparagraphs, we see it says:
 14 "Additionally, commissions will be via KCTMO, and
 15 subject to OJEU limits."
 16 Do you see that there?
 17 A. Yeah.
 18 Q. Is it right that OJEU refers to the Official Journal of
 19 the European Union, which is where contract
 20 opportunities for public sector contracts are
 21 advertised?
 22 A. Yes.
 23 Q. Mr Anderson goes on to explain in that email the initial
 24 stages of the work were to cover three stages. Can you
 25 see that just below? So he anticipates that there is

1 going to be a scoping and outline brief stage; (2)
 2 stages A and B; and then (3) stages C, D and E.
 3 Is that referring to RIBA stages when we see A, B,
 4 C, D and E?
 5 A. That was my understanding.
 6 Q. We're going to look later at what each of those stages
 7 might have involved, but for now I just want to ask you:
 8 was it your understanding at that point that the
 9 Grenfell Tower services that Studio E LLP was being
 10 asked to provide would not be competitively procured?
 11 A. I'm sorry?
 12 Q. Was it your understanding at this point that there
 13 wouldn't be a competitive tender process?
 14 A. Well, this was the first email, and the mention of OJEU
 15 limits I think I initially saw and thought it would be
 16 subject to competitive procurement.
 17 Q. Now, if it's not going to be competitively tendered, the
 18 estimated value of the contract would have to be less
 19 than £174,000; is that right?
 20 A. I feel that questions on procurement should be directed
 21 at those who can best answer them.
 22 Q. Okay.
 23 A. And that's not me.
 24 Q. Okay.
 25 A. I -- you know, OJEU limits are there to protect public

1 money, and I know that local authorities have to bid
 2 pretty much everything, so ...
 3 Q. Let's look at an email that you sent. Can we go to
 4 {SEA00003567}. We see here an email from you to
 5 Mr Kuszell, and you say in the first line, in the second
 6 sentence:
 7 "Concerned about the emphasis of working at risk
 8 while planning to OJEU it all. Doesn't add up."
 9 Can you explain to us here, what does "working at
 10 risk while planning to OJEU it all" mean?
 11 A. We discussed this yesterday. It was 20 minutes after
 12 the email had arrived and I had just obviously read
 13 through it and seen the reference to the OJEU. He had
 14 mentioned working at risk, which architects can agree to
 15 do, to establish the feasibility, if they think there is
 16 a longer term view on the project that they would like
 17 to support, and given the scale of the project and the
 18 mention of the OJEU, I thought that they would intend
 19 putting it out to tender.
 20 Q. I see.
 21 A. That was my initial reading of the email.
 22 Q. Yes.
 23 You have explained in paragraph 63 of your statement
 24 {SEA00014273/32} that you believed that the overall fee
 25 to deliver the project would be higher than the OJEU

1 threshold of £174,000; is that right?
 2 A. I ... I'm going to hesitate because we've -- I think
 3 it's come up that on KALC the subconsultants are all --
 4 the other consultants were all subconsultants through
 5 Studio E as the lead consultant.
 6 Q. Can we just look at paragraph 63 of your statement. If
 7 we go to {SEA00014273/32}, you say in the last five
 8 lines:
 9 "The reason that I felt his email did not add up was
 10 that I believed the overall fee to deliver the Project
 11 would be higher than the OJEU threshold, and Studio E
 12 may not be able to qualify in a bid process. I felt it
 13 did not make sense to expose ourselves by working at
 14 risk for any length of time."
 15 So there are a number of points there.
 16 Is it correct that you did feel that the overall fee
 17 to deliver the project would be higher than the OJEU
 18 limit?
 19 A. Well, it was obviously a first response, but the second
 20 sentence, "I understood that this limit was the maximum
 21 contract value", and if we were going to have a full
 22 team under us, I think at that point I thought the
 23 contract value would --
 24 Q. Would be more?
 25 A. -- be more.

1 Q. Yes. You were obviously also concerned there about
 2 working at risk; is that correct?
 3 A. I think anyone ...
 4 Q. It's understandable if you are, but I'm just asking you
 5 to be clear. You have said there:
 6 "I felt it did not make sense to expose ourselves by
 7 working at risk for any length of time."
 8 A. Yeah.
 9 Q. You then went to site on 6 March 2012, and we have
 10 an email from you to Mr Kuszell following that site
 11 visit of 7 March. If we can go to that, that's
 12 {SEA00014272/2}, and if we can look at the bottom of
 13 page 2.
 14 Again, we looked at this email before. Looking at
 15 the first paragraph of the email, you say at the end of
 16 that:
 17 "He thought OJEU limit was 175k, I did a quick
 18 search and found 99k."
 19 So is it right that at this time you seem to think
 20 the OJEU limit was 99,000, not 174,000; is that correct?
 21 Based on a quick search.
 22 A. Based on that email that we've got, yeah.
 23 Q. You also say in the next paragraph that you thought
 24 a figure of £5 million to 6 million was too little. So
 25 you say:

1 "It is definitely a project, but a poor relative
 2 compared to KALC."
 3 We'll come to that in a moment:
 4 "He mention[sic] Hunters arriving at a figure of
 5 £5-6m, which sounds too little."
 6 So at that point, is it right that you felt that the
 7 value of the project would need to be much more than
 8 that? This is the construction value, yes?
 9 A. It's clearly construction value. I'm --
 10 Q. Overall construction cost?
 11 A. Yeah, I'm -- I cannot recall on what basis I arrived at
 12 that judgement.
 13 Q. You can't recall that?
 14 A. I can't recall what basis, what comparison I was using
 15 to arrive at that judgement. But ...
 16 Q. So you don't recall what you thought a reasonable figure
 17 would have been at that stage?
 18 A. I think even that is -- would have been a challenge for
 19 anybody to offer at that stage. But, as I say, I cannot
 20 recall why I thought 5 to 6 sounded like ...
 21 Q. Too little? I mean, you did know what the key parts of
 22 the project were likely to involve: the heating, the
 23 overcladding, the reconfiguration of lower levels.
 24 A. But to make that statement, I must have had in my mind
 25 another project or something similar or ... but I can't

1 remember how I arrived at that.
 2 Q. Okay.
 3 The bit that we just looked at where you say "It is
 4 definitely a project, but a poor relative compared to
 5 KALC", can you explain what you meant by "poor
 6 relative"?
 7 A. The 5 million to 6 million sounded light, too little.
 8 Q. I see. What was the overall construction cost for the
 9 KALC project? What was your understanding of it?
 10 A. I think it was 30 million.
 11 Q. Yes.
 12 A. I think.
 13 Q. Can we look at the second-to-last paragraph. You say:
 14 "Very happy to front this. Might be cleaner and
 15 provide a shield for Garry's gripes."
 16 At the end of that you say:
 17 "Resourcing wise I'm not sure. Markus is maybe not
 18 the right person for sketches, massing studies and
 19 visuals."
 20 Are you referring to Markus Kiefer there?
 21 A. Yes.
 22 Q. Is it right that, at that point, you were not convinced
 23 he was the right person for the job?
 24 A. No, the right person for initial sketches and massing
 25 studies. That is usually the sort of work that

1 an assistant would do.
 2 Q. I see. So it was the specific work you could see coming
 3 down the track immediately that you didn't think he was
 4 suitable for?
 5 A. Suitable is even unfair. Markus is a very experienced
 6 architect, but he didn't use SketchUp, he didn't produce
 7 3D visuals.
 8 Q. I see.
 9 He was ultimately used by you on the project, wasn't
 10 he?
 11 A. He was used, yes.
 12 Q. Yes.
 13 A. But for a brief period, and --
 14 Q. Now, Mr Kuszell replied that same day, if we go to the
 15 top of page 2, that's at 5.38 pm, and he said he was
 16 concerned -- we can see this from the first paragraph --
 17 that 99,000 would not be enough. He says:
 18 "99K would be problematic for the services they are
 19 proposing!"
 20 Do you see that?
 21 A. Yes.
 22 Q. Do you know whether he shared your concern that a figure
 23 more like 174,000 would also not be enough?
 24 A. I think at this stage we're not clear what that figure
 25 includes.

1 Q. Okay.
 2 A. So it's very difficult to comment.
 3 Q. Now, at this stage, you had not yet provided a fee
 4 estimate to the TMO, had you?
 5 A. No, I think this was -- no.
 6 Q. Did you feel, based on this exchange, that you were
 7 required to produce a fee estimate that would be lower
 8 than the OJEU threshold?
 9 (Pause)
 10 A. Your fee has to pay for the work.
 11 Q. So when Mr Anderson said it would be subject to OJEU
 12 limits, did that say anything to you in terms of the
 13 cost projections you needed to be producing?
 14 A. Possibly. It possibly suggested that, but I don't think
 15 that's how we would necessarily look at it.
 16 Q. Did you ever advise the TMO that you thought the
 17 services that they had asked for should cost more than
 18 the OJEU limit?
 19 A. Did we ever advise TMO that we thought the services
 20 would exceed the limit?
 21 Q. Yes.
 22 A. Again, it depends what is included in that figure.
 23 Q. But do you recall having any conversations with the TMO
 24 about that OJEU limit and whether that was achievable
 25 for the services you thought were reasonably required?

1 A. I can't specifically remember any conversations, no.
 2 Q. No?
 3 A. And I didn't --
 4 Q. We can't see anything in the documents, but we want to
 5 know whether you ever had that conversation.
 6 (Pause)
 7 A. Sorry ...
 8 Q. Okay.
 9 On 4 May 2012, you were informed that the
 10 Grenfell Tower project was officially live and that the
 11 budget was approved. Can we just look at that email
 12 from Mr Anderson. This is {SEA00004136}. If we can
 13 blow that up at the top.
 14 So we can see that you are one of the recipients of
 15 that email from Mr Anderson where he says:
 16 "Good afternoon all
 17 "Some very good news for your Bank Holiday
 18 weekend ...
 19 "RBKC's Cabinet approved the provision of funds for
 20 the Grenfell Tower regeneration project - We are now
 21 officially live."
 22 It's right, isn't it, that at this stage Studio E
 23 LLP did not have any kind of concluded contract with the
 24 TMO and you were working at risk; is that correct?
 25 A. Yes, I can't recall how much work we did by this time,

1 to be honest. So, yes, we were involved at risk.
 2 Q. Was working at risk something that you had been keen to
 3 avoid?
 4 A. Erm ... no.
 5 Q. No?
 6 A. No.
 7 Q. Did the absence of agreed terms and fees have any effect
 8 on how Studio E decided to organise itself at this
 9 stage?
 10 A. Erm ... sorry, it's a bit of a strange question. Did
 11 the --
 12 Q. You haven't got agreed terms and you haven't got agreed
 13 fees. Did that affect your approach to the project?
 14 A. Did we not follow-up shortly after with a fee proposal?
 15 Q. Yes, let's look at that. On 12 June 2012, you emailed
 16 a fee proposal and a draft appointment. Can we look
 17 briefly at {SEA00004561}. So this is you to
 18 Mr Anderson, and you're saying:
 19 "Please see attached letter and enclosures regarding
 20 our fee and terms of appointment."
 21 Then can we go to the letter that's attached.
 22 That's {SEA00004562}. That's dated 11 June. So here is
 23 a letter where you are proposing -- you say:
 24 "... I am writing to clarify our proposed fees and
 25 conditions of service for the proposed upgrade ..."

1 We get that in paragraph 1, and then we can see
 2 there that you have set out a suite of documents that
 3 you are proposing the agreement will comprise; is that
 4 correct?
 5 A. These are all, as I recall, part of a pack of documents
 6 prepared by the RIBA.
 7 Q. Yes, exactly.
 8 A. Yes.
 9 Q. We're going to come and look at these later in more
 10 detail.
 11 Can we focus for the moment on the proposed fee.
 12 That was set out in schedule C. We see that listed
 13 there as one of the subparagraphs. Can we look at that.
 14 This is at {ART00000148}. We can see the total fees in
 15 the top right-hand corner. Can we see that? Before we
 16 get to the table, it says "Total Fees" twice, and we see
 17 323,000. Do you see that there?
 18 A. Yes.
 19 Q. Do you agree that's the total fees that you were
 20 proposing across the stages, pre- and post-novation?
 21 A. I recognise the table, yeah, I think --
 22 Q. Did you yourself prepare this?
 23 A. I would have prepared this.
 24 Q. Yes. What it shows is that you're proposing to charge
 25 161,500 for stages A to E. Now, you don't see that

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1 figure of 161,000, but we get that by adding up the
 2 figures at the top under each of the stages. So if we
 3 add stage A to B, 16,000; stage C, 32,000; stage D,
 4 64,000; and stage E, 48,000, you can take it from me
 5 that you get to 161,500.
 6 A. Yeah.
 7 Q. Was this breakdown a way of ensuring that the contract
 8 with TMO stayed below the OJEU limit of 174,000?
 9 A. I think you're asking if the allocations on the second
 10 row were typical, and I think they are quite typical.
 11 Q. What do you mean by typical? Do you mean a fair
 12 estimation of --
 13 A. Typical for --
 14 Q. -- the services that would be required?
 15 A. -- how we would expect to allocate fee percentages per
 16 stage.
 17 Q. Can you give us an overview of how you would go about
 18 doing that for a project like Grenfell? How would you
 19 come up with these figures? What kind of analysis would
 20 go into it?
 21 A. Sorry, you're asking first of all --
 22 Q. I'm asking you how you have managed to come up with
 23 these costings for each of the different stages.
 24 A. Your first question was whether I had manipulated it to
 25 come under the OJEU threshold, and my response is that

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1 those fee allocations per stage, the 5%, 10%, 20%, to me
 2 look fairly typical.
 3 Q. I see. So you take the overall construction cost and
 4 then you apply a percentage, and you say that's typical?
 5 A. You take your total fee and then you divide it out by
 6 stage, based on experience, and I -- what I think is
 7 quite typical with architects. I believe it's quite
 8 typical.
 9 Q. So how do you get to the overall fee?
 10 A. That's based on the 4.75%.
 11 Q. I see. So it's a simple percentage of construction cost
 12 and then broken down thereafter into roughly what you
 13 think the stages are going to required in terms of
 14 percentage time?
 15 A. Yes. Yes.
 16 Q. Yes.
 17 A. That's what this is based on.
 18 Q. Yes.
 19 At the time, did you think that this sum was enough
 20 to cover the work that had to be done pre-novation?
 21 A. Well, I think at this stage -- I'm not sure novation was
 22 clear, at this stage.
 23 Q. So we're going to look in a moment at exactly what was
 24 said about novation. Let's park that for the moment.
 25 Let's go on. On 18 July 2012 there is a project

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1 meeting number 5 which you attended. Can we look at
 2 that. That's {ART00000168}. So this is a project
 3 meeting, Thursday, 18 July 2012, and we can see you're
 4 the last name on the "Present" list.
 5 If we go further down page 1, immediately under the
 6 heading "Appointments", we then say it's stated:
 7 "A. Dawson gave verbal confirmation that all
 8 appointments are approved. However the TMO would like
 9 to sub-contract all consultants via Studio E up until
 10 Stage D, with the total fee up until Stage D not
 11 exceeding £174k, which is the OJEU threshold for
 12 requiring work to be tendered. This will probably mean
 13 deferring some fees post Stage D."
 14 Now, I want to ask you about that last part. Does
 15 the reference to deferring fees mean that Studio E LLP
 16 would be paid by the contractor after novation for work
 17 that it had done for the TMO?
 18 A. Yes, I believe that's what was said.
 19 Q. So is it right, then, that the actual cost of the
 20 services required under the contract with the TMO was
 21 expected to be more than the OJEU limit?
 22 (Pause)
 23 A. "... the TMO would like to subcontract all consultants
 24 via Studio E ..."
 25 So the fee would be increased by the inclusion of

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1 the other consultants.
 2 Q. Yes. But then we can see in that final sentence:
 3 "This will probably mean deferring some fees post
 4 Stage D."
 5 So did you accept that certainly Mr Dawson is
 6 suggesting that the fees of 174,000, whether including
 7 subconsultants or not, are going to be exceeded, and
 8 some fees will have to be deferred?
 9 A. He has used the word "probably", and he does refer to
 10 stage D.
 11 Q. Did you agree with this statement when you were at the
 12 meeting?
 13 A. I ... I mean, did I agree with their strategy?
 14 Q. Did you agree that it would probably mean deferring some
 15 fees post-stage D?
 16 A. Oh. I would have to have checked, have to have done
 17 an assessment.
 18 Q. You were at the meeting; do you recall this being
 19 discussed?
 20 A. It's my notes. I definitely --
 21 Q. To be fair, these aren't your notes; I think these are
 22 the Artelia project meeting minutes.
 23 A. I think --
 24 Q. So these would have been circulated to everybody after
 25 the meeting.

1 A. I think you will find these notes have Studio E's title
 2 block.
 3 Q. Ah, I see. So these were written by you?
 4 A. Yeah.
 5 Q. And there is no record in these minutes, is there, to
 6 Studio E disagreeing with that and saying, "No,
 7 actually, it's all fine, we don't need to defer fees, we
 8 can do it within that"?
 9 A. This is suggesting taking it up to stage D. It's
 10 suggesting an as yet unidentified number of consultants
 11 to be novated. You would have to assess it in detail to
 12 know what your figure is. I don't think at a meeting
 13 you could do that.
 14 Q. Okay. And you hadn't done that kind of assessment at
 15 this stage?
 16 A. No, and I actually don't recall doing it.
 17 Q. Now, we can see that a more detailed spreadsheet was
 18 sent by you to the TMO on 27 July 2012. Can we look at
 19 the spreadsheet. That's at {SEA00007386}. It's one
 20 that has to go offline, and I think we need to be in the
 21 Studio E tab at the bottom. Yes, thank you.
 22 Now, for stages A to E in this spreadsheet, you're
 23 proposing a total of £190,000, and we get that by adding
 24 up the 19, the 38, the 76 and the 57. That's if it
 25 includes stage E. Do you see that?

1 A. Yeah.
 2 Q. So, again, you can take it from me that if we add the
 3 total fees at the top for A and B, C, D and E, we get to
 4 190,000.
 5 Do you recall how you arrived at these fee
 6 estimates? Again, was it just applying the simple
 7 percentage approach that you talked about earlier?
 8 A. I think the formulas in the cells confirm that.
 9 Q. So between June and July 2012, is it fair to say that
 10 you decided that the initial design work was going to
 11 cost a fair bit more than 160,000, which is what the
 12 June fees would show? We see a jump here of 30,000 as
 13 between the initial costings that you sent and this
 14 spreadsheet.
 15 A. The change is in the construction cost.
 16 Q. It's because it's gone up to 8 million, is it?
 17 A. Yeah.
 18 Q. And that's the only change?
 19 A. The rest of the figures look the same, the percentages,
 20 I think.
 21 Q. I think you would agree with me that the pre-novation
 22 fees, if we're looking at stages A to E -- if that's
 23 pre-novation, we'll look at that question in a moment --
 24 in this spreadsheet exceed the OJEU limit of 174,000.
 25 A. You just said they're 190.

1 Q. Exactly.
 2 A. Yeah.
 3 Q. Yes. If we can go to the covering email that you sent
 4 which accompanied this spreadsheet. This is at
 5 {ART00000981}. This is an email that you sent to
 6 Mr Anderson on 27 July. We can see that at the top. We
 7 can see that the fees that you have proposed include
 8 a 50% deferment of all stage D fees to keep the fee
 9 limit below the OJEU limit.
 10 Now, if you look at the black bullet points on the
 11 left, if you look at the sixth one down, we can see at
 12 the bottom there it says:
 13 "A 50% deferment of all Stage D fees to keep the
 14 total Stage D fee below £174k."
 15 Do you see that?
 16 A. Yeah.
 17 Q. So do you agree with me that at this stage you are
 18 amending the figures to ensure that they fall below that
 19 174,000 by applying this 50% deferment?
 20 A. It says so, yeah.
 21 Q. Yes. Again, do you agree that less than a month after
 22 the TMO approached Studio E for the work, it had become
 23 clear that the pre-novation design services were going
 24 to cost more than the OJEU limit?
 25 A. Erm ... I'm sorry, this is July, end of July.

1 Q. Yes.
 2 A. We were approached in February.
 3 Q. That's fair. Sorry. So within a few months of that
 4 approach, do you agree that it had become clear that the
 5 pre-novation design services were going to cost more
 6 than the limit?
 7 A. Yes. I think that's what this illustrates.
 8 Q. Is it right that the solution to this was not to put the
 9 services out to tender, but instead to agree that some
 10 fees would be deferred?
 11 A. Erm ... I'm not sure whether you're asking me to confirm
 12 whether it was agreed by all parties or by us or by the
 13 client.
 14 Q. Was there ever a suggestion that this increase in fees,
 15 maybe due to the increase in construction budget, meant
 16 that actually now it ought to go out to tender? Did
 17 anyone ever suggest that to you?
 18 A. I can't recall any discussions on that. It's certainly
 19 something that we were ... well, we clearly are
 20 discussing the threshold.
 21 Q. Yes.
 22 A. So whether someone decided to put it out to tender,
 23 I guess was up to them.
 24 Q. Up to them. Do you know who --
 25 SIR MARTIN MOORE-BICK: Can I just ask: did you ever suggest

1 to the TMO that, because of the level of fees, it ought
 2 to go out to tender?
 3 A. I'm afraid I ... I'm not a -- I don't have the insight
 4 on the OJEU rules to take a view on what ought to have
 5 happened.
 6 MS GRANGE: Do you know who in the TMO made that decision?
 7 Were you ever aware of who made that decision?
 8 A. In the TMO?
 9 Q. Yeah, not to put it out to tender.
 10 A. Not at all, no.
 11 Q. Okay.
 12 Now, before we move on to the next topic, I'm going
 13 to ask you just a few more questions about the effect of
 14 deferring Studio E's stage D fees. You have mentioned
 15 in your witness statement there were delays in payment
 16 by the TMO during the project. For the transcript,
 17 that's at paragraph 176 of your statement
 18 {SEA00014273/82}.
 19 Can we now go to paragraph 162 of your statement.
 20 This is at {SEA00014273/78}. There you say, if we look
 21 at the second sentence of paragraph 162:
 22 "At this stage [so that's by, we know from the
 23 earlier sentence, 20 December 2012], Studio E was
 24 working at risk ... because we were not invoicing
 25 because we had reached the OJEU threshold."

1 Do you see that?
 2 A. Yes.
 3 Q. If we can look at {SEA00006739}. If we can blow this
 4 up. This is your email at the top of the page to
 5 Chris Churchman. Now, he is the landscape architect on
 6 Grenfell, wasn't he? Or for the landscape architect
 7 company. Chris Churchman, do you recall?
 8 A. They provided landscape services to Studio E for the
 9 KALC project, and I think they may have provided some
 10 services for a very brief period on Grenfell.
 11 Q. Okay. If we look in the third sentence of that, he
 12 says:
 13 "We're not invoicing on Grenfell because we've
 14 reached the OJRU threshold."
 15 Should that be "OJEU"?
 16 A. Yes.
 17 Q. So do you mean that, at that point, Studio E had
 18 submitted invoices up to a value of £174,000?
 19 A. That's the implication. I can't recall obviously the
 20 threshold, the limit, or the total we had invoiced at
 21 that point.
 22 Q. Is it right that, at this stage, you were still working
 23 on the planning application for the project? Is that
 24 right? This is November 2012.
 25 A. Our work had come to a climax with the architects

1 appraisal panel presentation, and we had gone away a bit
 2 unsure what to do and where to take it from there. So
 3 we had continued to work on it, but it wasn't -- it
 4 wasn't -- I mean, we didn't continue for much longer,
 5 because the --
 6 Q. Okay. What RIBA stage would you say you were at around
 7 this point?
 8 A. We were working on RIBA stage D.
 9 Q. Yes, because you had done your stage C report in
 10 August 2012, so you had moved on to stage D.
 11 So in the space of six months there, Studio E's
 12 exceeded its pre-novation budget; do you agree with
 13 that?
 14 A. Six months? It's more than six months.
 15 Q. You were first asked to start working on the project in
 16 June 2012.
 17 A. I think our first meetings were in April.
 18 Q. But whether it's six months or nine months, do you agree
 19 that, within those months, you have exceeded your
 20 pre-novation budget?
 21 A. I guess I have no choice but to confirm what I have
 22 written there.
 23 Q. Now, looking at this email, do you agree that there was
 24 still a significant amount of work to be done at this
 25 stage, including at RIBA stages D and E?

1 A. E, yes. D, no. We were discussing elevations, agreeing
2 the appearance of the building. I didn't expect that to
3 involve extensive changes to the plans, for instance.
4 Q. I think I'm right in that your stage D report was August
5 2013; is that correct?
6 A. Yes.
7 Q. So that's some time after this, but you're saying there
8 wasn't actually a huge amount more to do in the run-up
9 to that; is that correct?
10 A. A lot happened between December or even I think April
11 until August, we made numerous changes and reviewed the
12 scope of the project.
13 Q. Is it right that your understanding was that Studio E
14 would not be paid until it was novated to the design and
15 build contractor?
16 (Pause)
17 A. I think this would not be paid -- I think this was the
18 agreement we had, I'm ...
19 Q. But is the impact of that that you weren't going to be
20 paid for some time on the project?
21 A. At this stage, November, we still believed that
22 Leadbitter/Bouygues were very much in the frame.
23 Q. So you were hopeful that they would come on board and
24 then you would get paid for the work that you had done
25 up to that --

1 A. Beyond that point.
2 Q. Beyond that point.
3 A. Yeah.
4 Q. Did the fact that Studio E was not going to be paid for
5 some time have any impact on the decisions Studio E made
6 about how to resource the project?
7 A. Well, at this stage we were, in a sense, in a limbo, we
8 weren't ... we weren't working on the project, except,
9 I think, having occasional contact with the planners.
10 I think this period is covered in some detail in my
11 statement.
12 Q. Yes.
13 Did the lack of payment have any impact on
14 Studio E's insolvency, its eventual creditors' voluntary
15 liquidation?
16 A. That's a big question, and I would deny that, no. I --
17 Q. To your knowledge, did it have any impact, the fact that
18 you weren't receiving fees for the rest of stage D and
19 stage E until --
20 A. In my mind, they were not linked. They weren't linked
21 in my mind.
22 MS GRANGE: Okay.
23 Mr Chairman, I think that might be a good moment for
24 the break. We are about to move to some contractual
25 terms.

1 SIR MARTIN MOORE-BICK: Yes, all right.
2 Well, it sounds as though we're going on to
3 a different topic now, Mr Sounes, so we're going to take
4 a short break. Please don't talk to anyone about your
5 evidence or the contents of your statement while you're
6 out of the room, and we will return at 11.30.
7 All right?
8 Thank you very much. Would you like to go with the
9 usher, please.
10 (Pause)
11 11.30, please.
12 (11.17 am)
13 (A short break)
14 (11.30 am)
15 SIR MARTIN MOORE-BICK: Ready to carry on, Mr Sounes?
16 THE WITNESS: Yes.
17 SIR MARTIN MOORE-BICK: Good, thank you.
18 Yes, Ms Grange.
19 MS GRANGE: Yes, thank you. I now want to go through some
20 of the specifics of the contract between Studio E LLP
21 and the TMO, and then we will come and look after that
22 at the contract between Studio E Limited and Rydon.
23 So starting with the contract with the TMO, we saw
24 earlier that you sent on 12 June a letter, together with
25 a suite of documents, based on the RIBA Standard

1 Conditions of Appointment for an Architect 2010.
2 You say in your witness statement that you would
3 normally expect the local authority to propose terms
4 but, in this case, you put forward an agreement based on
5 the RIBA standard form; is that correct?
6 A. Yes.
7 Q. You say that at paragraph 88 of your witness statement
8 {SEA00014273/88}. That's for the transcript.
9 Can you explain, was there a particular reason why
10 you decided to use the RIBA standard form contract
11 terms?
12 A. It's traditional.
13 Q. Yes.
14 A. Yeah, it's traditional form.
15 Q. Were you familiar with them?
16 A. Not very familiar, no.
17 Q. How often had you used them before?
18 A. I can't recall, prior to this, and that's not to say we
19 hadn't used them, but in the majority of my work at
20 Studio E, previously as had been -- we hadn't used RIBA
21 forms; they had been bespoke forms provided by the
22 client.
23 Q. But you nevertheless chose to put them forward on this
24 project?
25 A. I remember discussing with the other consultants and

1 they had all referred to their own institutes' standard
 2 forms and so I --
 3 Q. You did the same?
 4 A. -- did the same.
 5 Q. It's right, isn't it, that Studio E LLP and the TMO did
 6 not sign any agreement in 2012, did they?
 7 A. No.
 8 Q. If we can go to {SEA00009820}, we can see on page 1 this
 9 is an email from you to Artelia, Peter Blythe and others
 10 of the Artelia group, copying in the TMO, dated
 11 11 November 2013.
 12 We can see from this email that, in November 2013,
 13 you're still negotiating the terms of Studio E's
 14 appointment, aren't you?
 15 A. You are suggesting there were other negotiations? There
 16 wasn't.
 17 Q. The point I'm making is that, by this point, you're
 18 still negotiating terms. You say:
 19 "I have run through the contract details. The
 20 changes proposed are straightforward but I think there
 21 are two outstanding issues:
 22 ·" Form of Novation
 23 ·" Collateral Warranty."
 24 Do you see that?
 25 A. Yes. Yes.

1 Q. So you're still discussing the terms of the appointment?
 2 A. Yes.
 3 Q. Then if we go on, we can see that the terms are more or
 4 less agreed by 20 November 2013. If we can go to
 5 {SEA00009993}, we see here an email from Philip Booth to
 6 Claire Williams, copying you in. It says:
 7 "Studio E appear ready to sign their contract - are
 8 you happy for them to prepare 2 signed copies for your
 9 signature?"
 10 So it appears to have reached a fairly final stage;
 11 do you agree?
 12 A. Appears to, yes.
 13 Q. However, you have said in your statement that you're not
 14 sure whether any contract was ever signed. Did you ever
 15 chase up a final signed agreement with the TMO?
 16 A. No. Chase up? I think I say in my statement that we
 17 have no record.
 18 Q. You have no record of a signed agreement ever --
 19 A. No.
 20 Q. -- having taken place?
 21 A. No.
 22 Q. Wasn't that something that you were keen to get in order
 23 before being novated over to the design and build
 24 contractor?
 25 A. Yes, I ... I don't recall any concern, but I'm --

1 Q. So you don't recall being concerned that the contract
 2 hadn't been finally signed?
 3 A. I guess I had understood that it would be included in
 4 the contracts and circulated to the contractors.
 5 Q. Okay. Sorry, do you mean --
 6 A. The tendering contractors.
 7 Q. As in your agreement with the TMO would be circulated to
 8 the tendering contractors?
 9 A. I think that's what I had assumed.
 10 Q. Okay.
 11 Can we go to your witness statement at paragraph 26,
 12 {SEA00014273/11}. Here we see you say:
 13 "From the documents within Studio E's possession I
 14 do not know whether the KCTMO Appointment was ever in
 15 fact signed by Studio E and/or KCTMO. I cannot
 16 specifically recall Studio E signing the documents and
 17 nor do we have a completed copy on file. That said I
 18 consider that the services Studio E provided in the
 19 Pre-Contract phase were consistent with those services
 20 identified in the KCTMO Appointment."
 21 Do you see that?
 22 A. Yes.
 23 Q. Just to clarify, that is your evidence that the services
 24 that you provided were consistent with the services that
 25 you had identified in those appointment documents to the

1 TMO?
 2 A. Yes. With some caveats, because obviously we didn't
 3 complete all stages pre-novation.
 4 Q. We will come on to that in just a moment.
 5 Can we take it that when you were performing the
 6 services for the TMO, you understood you were providing
 7 the services outlined in those appointment documents?
 8 A. I think there is -- was confusion around the lead
 9 consultant role, but on the core architectural role,
 10 yes.
 11 SIR MARTIN MOORE-BICK: I'm sorry, can I just --
 12 MS GRANGE: Yes.
 13 SIR MARTIN MOORE-BICK: I don't quite understand why you
 14 weren't keen to get a contract signed so that you had
 15 the terms of your obligation set out and your right to
 16 be paid set out. Can you recall what your thinking was
 17 about that?
 18 A. I have no recollection of it being signed, but I'm --
 19 and we don't have a copy. We couldn't locate a copy.
 20 But that's not to say it wasn't signed. I cannot
 21 remember.
 22 SIR MARTIN MOORE-BICK: All right.
 23 A. And I guess I thought maybe it was, but I don't know.
 24 So we really don't know.
 25 SIR MARTIN MOORE-BICK: All right, thank you.

1 MS GRANGE: Okay.
 2 On your point about the lead consultant role, we
 3 will come back and discuss that in just a moment, but
 4 can we just follow through with the scope of the
 5 services that Studio E LLP provided.
 6 Can we look at {SEA00004571}. Now, this is the RIBA
 7 Standard Conditions of Appointment for a Consultant
 8 2010, and am I right in thinking these were the terms
 9 that you were referring to when you proposed the terms
 10 of appointment to the TMO?
 11 A. Yes.
 12 Q. Can we turn to section 2 of the conditions, that's on
 13 page 4 of that document {SEA00004571/4}. If we look at
 14 the bottom section of that page, we see "Obligations and
 15 authority of the consultant".
 16 At 2.1, can we see there it says:
 17 "The Consultant shall exercise reasonable skill,
 18 care and diligence in accordance with the normal
 19 standards of the Consultant's profession in performing
 20 the Services and discharging all the obligations under
 21 this clause 2."
 22 Do you see that?
 23 A. Yes.
 24 Q. Was that your understanding at the time of what you were
 25 contractually obliged to do?

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1 A. This was discussed, I think -- well, it had been
 2 discussed with previous agreements. The reasonable
 3 skill and care was the requirement for our PI cover, so
 4 I was aware that that was the level of service that we
 5 would have to provide, yes.
 6 Q. And this is consistent with that; yes?
 7 A. Yes.
 8 Q. Yes.
 9 Can we look at condition 2.3.1 just below that on
 10 the same page. It says:
 11 "2.3 The consultant shall inform the Client upon
 12 becoming aware of:
 13 "2.3.1 A need to appoint Other Persons, other than
 14 those named in the Project Data, to perform work or
 15 services in connection with the Project ..."
 16 So is it right that, in effect, if you thought that
 17 additional specialist expertise was required, you had
 18 a duty to advise the TMO of that?
 19 A. Yes.
 20 Q. Can we look at that project data document that's
 21 referred to there. If we go to {SEA00009823}, this is
 22 the project data document which was appendix A to the
 23 contract documents as set out in your letters. If we go
 24 to page 5 of that project data {SEA00009823/5}, it lists
 25 out the project appointments. Do you see that there?

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1 A. Yes.
 2 Q. Can we see there, three boxes down, that Studio E are
 3 the lead consultant? Do you see that?
 4 A. Yes.
 5 Q. Was that your understanding, that Studio E were
 6 performing the lead consultant role?
 7 A. That's the bit I'm less clear on, as to what that may
 8 have entailed. I think in part we did, in parts Artelia
 9 took that role. So if you're asking me to confirm,
 10 I think -- I mean ...
 11 Q. What gave you the impression that Artelia performed the
 12 role of lead consultant?
 13 A. Is this -- this is the 2013 version?
 14 Q. Yes. These are the final versions that were proposed by
 15 you.
 16 A. In April 2013, Artelia undertook a slightly different
 17 role. There were different people involved and they --
 18 that was the period I referred to in my statement as
 19 reinvigoration, and they took a more leading role in
 20 advising the TMO.
 21 Q. Was that just a more leading role in practice, in terms
 22 of how it seemed to you, or were you aware of some kind
 23 of formality in terms of Artelia's role?
 24 A. Yes, there was more formality to it.
 25 Q. Did you ever look at Artelia's contract with the TMO?

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1 A. No.
 2 Q. Can we have a look at that now. It's at {ART00005742}.
 3 So we see here this is 9 July 2014:
 4 "Please find enclosed the contract as signed by ...
 5 [the] TMO."
 6 If we go within this to page 34 {ART00005742/34} and
 7 we look at the bottom of that page, we see at the top
 8 there:
 9 "The discipline of the Consultant: Employer's Agent,
 10 QS and CDM-C Services."
 11 Can you see that?
 12 A. Yes.
 13 Q. Then can you see immediately below:
 14 "Lead Consultant.
 15 "The Consultant is not the Lead Consultant.
 16 "The Lead Consultant: Bruce Sounes of Studio E."
 17 Do you see that?
 18 A. Yes.
 19 Q. Is it your evidence that you weren't aware of this
 20 during your time on the Grenfell project?
 21 A. I saw this was July 2014. I certainly wasn't made aware
 22 of it then or 2013.
 23 Q. So you were never made aware of Artelia's contract that
 24 we're just looking at now?
 25 A. No.

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1 Q. So I want to be really clear: what was it that gave you
 2 the impression that Artelia was also performing the role
 3 of lead consultant?
 4 A. I think it's reflected in the correspondence and the
 5 notes that they were advising the client on the
 6 procurement route, on the briefing, the steps to
 7 reinvigorate the project.
 8 Q. Couldn't that be entirely consistent with the employer's
 9 agent role or even the CDM-C role as opposed to lead
 10 consultant role?
 11 A. I'm not sure I can answer that.
 12 Q. Okay.
 13 Let's go back to what we were looking at in the
 14 contract documents, {SEA00009823/5}.
 15 A. Can I stop you?
 16 Q. Yes.
 17 A. Can we go back?
 18 Q. Oh, to Artelia's contract?
 19 A. Yes.
 20 Q. Can we do that or do you need the number again?
 21 A. No, it's there.
 22 Q. It's ART --
 23 SIR MARTIN MOORE-BICK: We still have it.
 24 A. Yeah. Employer's agent --
 25 MS GRANGE: Yes.

1 A. -- in my understanding, is the role of the individual
 2 acting on behalf of the client to manage a building
 3 contract. I didn't, certainly then, and I'm not sure
 4 now I understand how that relates to the professional
 5 team. I don't think --
 6 Q. Just to be clear, you don't understand how the
 7 employer's agent role relates to, say, the lead
 8 consultant role?
 9 A. No, how that would cover the -- why in -- that covers
 10 the management of the consultant's appointments. That
 11 to me would fall more naturally to the lead consultant.
 12 Q. Okay.
 13 A. So, as I say -- you've asked: could the employer's agent
 14 role cover the lead consultant role? And my answer is
 15 no, not to my knowledge, because employer's agent is
 16 specifically managing the building contract.
 17 Q. So are you saying that because Artelia were involved in
 18 some of the appointments of the consultants --
 19 A. Yes.
 20 Q. -- you thought that meant they had some role as a lead
 21 consultant?
 22 A. They had taken on -- yes.
 23 Q. And that was something, what, you had just inferred from
 24 what they were doing, or was it something you were ever
 25 expressly told, "Artelia are acting as lead consultant"?

1 A. I can't recall anyone being categorical about the role,
 2 but I think it is reflected in the correspondence, in
 3 the meeting notes and --
 4 SIR MARTIN MOORE-BICK: Ms Grange, I wonder if it would
 5 help -- it would certainly help me and it might help
 6 others -- if we were clearer about the nature of the
 7 lead consultant.
 8 MS GRANGE: We are about to come to that.
 9 SIR MARTIN MOORE-BICK: Are we?
 10 MS GRANGE: Yes.
 11 SIR MARTIN MOORE-BICK: All right, thank you.
 12 MS GRANGE: So if we can go back to {SEA00009823} --
 13 A. Just to go back, sorry. Not mentioned there, and
 14 I think for the duration of the project, I had always
 15 assumed that Artelia was acting in some kind of project
 16 management role. Now, I know that term is used loosely,
 17 but if I had been asked, that's what I would have said.
 18 Q. So, let's be clear, you thought they were acting as
 19 employer's agent?
 20 A. Well, employer's agent under the building contract.
 21 Q. And lead consultant?
 22 A. Or project manager, and I think there is an overlap
 23 between them.
 24 Q. Okay. So you are now saying it was more like a project
 25 manager role, rather than a lead consultant role?

1 A. Yes.
 2 MS GRANGE: Yes, okay.
 3 Mr Chairman, we are going to come to look at what
 4 these RIBA documents say about the role of a lead
 5 consultant in just a moment.
 6 SIR MARTIN MOORE-BICK: When it's convenient to you.
 7 MS GRANGE: If I can take it in stages.
 8 Let's go back to {SEA00009823/5}. There, you are
 9 named as lead consultant, and there is no caveat to that
 10 or additional mention of Artelia there, is there, in
 11 that box?
 12 A. Under "Lead Consultant"?
 13 Q. Yes. It just says Studio E, doesn't it?
 14 A. Yeah.
 15 Q. Underneath that, we have "Contract Administrator:
 16 Appleyards", "Employer's Agent: Appleyards", and then we
 17 have Studio E also as lead designer and architect as
 18 designer. Do you see those?
 19 A. Yes.
 20 Q. You're also down there as the landscape designer; is
 21 that correct? That might be further down.
 22 A. No. That's Churchman.
 23 Q. You're right, sorry, that's an error.
 24 Now, did you understand during the project that you
 25 were engaged to act as the lead consultant? Forget

1 Artelia’s role for the moment. Did you understand that
 2 that was a role that you should be performing?
 3 A. I think when I put the document together I had ticked
 4 the box in 2012.
 5 Q. These are documents that come from the 2013 package of
 6 information that was put forward in November 2013, just
 7 before there is the email saying Studio E are ready to
 8 sign their contracts.
 9 A. No. Even though it mentions Appleyards and Churchman.
 10 Q. It does, as contract administrator/employer’s agent.
 11 A. I think by that stage they had changed their name to
 12 Artelia. Okay.
 13 Q. So are you saying these documents weren’t corrected to
 14 put Artelia in those roles?
 15 A. I’m -- yeah, I’m questioning whether they were reviewed.
 16 Q. Can we go to {SEA00009824/2}. So this is the schedule
 17 of services, which is appendix B to the contract
 18 appointment documents. At page 2 we have the section
 19 “Specified Roles”. Do you see there that some of the
 20 details are filled out? Can you see that?
 21 A. Yes.
 22 Q. Do you see there that the lead consultant is there at A
 23 to L. Did you fill that out?
 24 A. I think I did in 2012, yes.
 25 Q. And it wasn’t changed later?

1 A. I do not recall, no.
 2 Q. No.
 3 We see lead designer is also stage A to L. Do you
 4 see that?
 5 A. Yes.
 6 Q. So is it right that this document is envisaging
 7 a service for the whole project, not just up to the
 8 stage when the client procured the design and build
 9 contractor? That follows, doesn’t it, from stages A
 10 to L?
 11 A. I think in 2012 we weren’t clear what was going to
 12 happen, yeah.
 13 Q. So you can’t explain why the document was completed in
 14 this way and formed part of that later package of
 15 documents?
 16 A. It appears to have just --
 17 Q. Been a hangover?
 18 A. -- been copied, yeah.
 19 Q. Before we look at precisely what RIBA defines under
 20 these terms, lead consultant, lead designer, architect
 21 as designer -- we’re going to come to that in
 22 a moment -- I just want to look at the stage at which
 23 you assumed you would be working to before novation to
 24 the design and build contractor.
 25 We looked previously at your original letter

1 proposing terms to the TMO dated 11 June. Can we go
 2 back to that. That’s {SEA00004562}. If we can blow up
 3 the top of that letter.
 4 If you read the paragraph underneath the
 5 subparagraphs with the attachments to the contract, we
 6 can see you say there:
 7 “It is not possible to finalise these documents
 8 until the stage of the proposed novation is decided, and
 9 our scope of work is clear.”
 10 Do you see that?
 11 A. Yes.
 12 Q. So you are making clear at that point that it hadn’t
 13 been decided at what stage there should be a novation.
 14 Can we now go to the later letter dated
 15 11 November 2013, which accompanied the contract docs
 16 that you sent to the TMO at that stage. That’s
 17 {SEA00009821}. If we can blow up this letter. So this
 18 letter is -- I think we briefly saw it at the top --
 19 11 November 2013, and we’ve got the same suite of
 20 documents there. Then underneath that, you say:
 21 “I have attached completed drafts of the schedules
 22 assuming a novated appointment. These schedules clarify
 23 our intent with regards cost and time parameters, the
 24 consultant team, Professional Indemnity cover ...”
 25 So at this stage you are saying, “I have attached

1 completed drafts ... assuming a novated appointment”; do
 2 you see that?
 3 A. Yeah.
 4 Q. Can we go to what your understanding was of the
 5 appointment to the TMO and the stages you had to work
 6 to. Can we look at your witness statement at
 7 {SEA00014273/11}. This is paragraph 25, and if we read
 8 the second sentence, five lines down, you say:
 9 “My understanding of the KCTMO Appointment is that
 10 Studio E was to perform the services set out in the
 11 enclosures to the KCTMO Appointment, including, as
 12 requested by KCTMO, to assist in finalising brief and
 13 feasibility options, outline design proposals (RIBA
 14 Stage C), detail design including planning submission
 15 (RIBA Stage D) and technical design (RIBA Stage E) and
 16 preparation of the Employer’s Requirements.”
 17 Do you see that?
 18 A. Yes.
 19 Q. So just to be crystal clear here, you’re saying that,
 20 under the TMO appointment, you understood that you had
 21 to perform the services set out in those appointment
 22 documents up to stage E and preparation of employer’s
 23 requirements; is that correct?
 24 A. Yes.
 25 Q. Thank you.

1 Now, you have also said in your statement that,
 2 in fact, you believe what you actually prepared was
 3 closer to RIBA stage F1. That's the one immediately
 4 after E. Can we have a look at that. That's
 5 paragraph 241 of your statement at {SEA00014273/105}.

6 You say there:
 7 "Whilst Studio E had undertaken to prepare a RIBA
 8 Stage E tender package I believe what we produced was
 9 closer to RIBA Stage F1."

10 Do you see that?
 11 A. Yes.
 12 Q. Can you just explain why you felt it was closer to F1?
 13 F1 is production information; that's correct, isn't it?
 14 A. No.
 15 Q. Sorry, what's RIBA stage F1?
 16 A. I'm afraid I'm going to have to rely on my experience.
 17 Q. Yes.
 18 A. I haven't referred to a RIBA definition, but going back
 19 many years, we had -- I had been involved in projects
 20 where, particularly in a two-stage tendering
 21 procurement, which this wasn't, which is what we used on
 22 KALC, this is the route whereby you appoint a main
 23 contractor, and then, under a pre-construction
 24 agreement, you tender the packages one by one to
 25 assemble a final cost for the project so that -- it's

1 sometimes called open-book tendering.
 2 Q. Okay.
 3 A. In two-stage tendering, the contractors don't want
 4 complete construction information; they seek a complete
 5 scope of work to permit enquiries to be sent out for the
 6 packages of work. So the emphasis is on the extent,
 7 scope and nature of the work, but not necessarily on the
 8 detail.
 9 Q. And in your --
 10 A. So that is where I understood the distinction between F1
 11 and F2 came from. F1 was focused on tender,
 12 specifically subcontract packages, and F2 was the
 13 construction detail. So I'm afraid that's my
 14 interpretation.
 15 Q. Okay, I understand that about F1 and F2. What I'm
 16 trying to get at is you say you had undertaken to
 17 prepare a RIBA stage E, but that you believe what you
 18 actually produced was closer to F1. Was that because
 19 you had prepared tender information? So you had gone
 20 beyond the technical design stage, stage E, and you have
 21 prepared a tender package. Is that why you are saying
 22 it's closer to F1?
 23 A. No, I think it's to do with how comprehensive the
 24 information was.
 25 Q. I see. So is what you're saying that the information

1 was more comprehensive than you would expect at RIBA
 2 stage E?
 3 A. Than you might accept for stage E, yes.
 4 Q. Okay.
 5 Can we go to the project brief, which is appendix D
 6 to the contract documents. This is {SEA00009826}.

7 This is called "Appendix D - Project Brief", and,
 8 again, it's one of the pack of documents that
 9 accompanied the November 2013 letter.

10 If you look towards the bottom of that page, we see
 11 the RIBA stages being outlined. Can you see there it
 12 says:
 13 "RIBA Stages E
 14 •" Preparation of tender documentation."
 15 "RIBA Stages F2/K/L.
 16 •" Novation to a Design and Build Contractor."

17 A. Yes.
 18 Q. Can you just explain what you understood that to mean
 19 when you put that together? At what stage was the
 20 novation to take place?
 21 A. At the end of stage E.
 22 Q. What about F1? Where is stage F1 on this?
 23 A. I guess it's rolled into E on this.
 24 Q. I see. So you would envisage from F2 onwards is when
 25 you have then gone over to a design and build

1 contractor, and that's the point at which your TMO
 2 duties cease and you go over to the design and build
 3 contractor; is that correct?
 4 A. That's what's -- that's what this brief outlines, yes.
 5 Q. Can we just look at the RIBA stages in the RIBA Outline
 6 Plan of Work. This is {SEA00009824/3}. So this is
 7 within appendix B. We've got the RIBA Outline Plan of
 8 Work from 2007 here, and this is where we see the A, B,
 9 C, D, E, F, and we see F1 and F2. Can you see that?
 10 A. I can.
 11 Q. Can you see there -- this is why I asked you whether F
 12 was production information. Do you see that there?
 13 A. Yes.
 14 Q. But that wasn't something you were aware of, that F was
 15 production information?
 16 A. No, no, it was production information, but it's --
 17 I haven't referred to this, but:
 18 "Preparation of ... information in sufficient detail
 19 to enable tender or tenders to be obtained."
 20 Q. Can we just look at the bottom of the page. There is
 21 some notes at the bottom that, in fairness to you, we
 22 must look at. It says:
 23 "The activities in italics may be moved to suit
 24 project requirements ..."
 25 So is it right that, when we're reading this, if

1 there is anything in italics , we need to be aware that
 2 they may in fact move around, depending on the nature of
 3 the project?
 4 A. I wasn't aware of that at the time or since, no.
 5 Q. Okay.
 6 Now, if you thought that novation would be at
 7 stage E/F1 -- I think this is what you have just said --
 8 can you explain why we had stages A to L marked as the
 9 stages for lead designer, lead consultant, which we
 10 looked at earlier? I think you explained that was
 11 a hangover; is that correct?
 12 A. It is, and there is obviously a discrepancy between the
 13 cover and what you've just shown me.
 14 Q. Yes. If we look at appendix C, fees and expenses,
 15 {SEA00009825/2}, here we have the fees and expenses
 16 schedule. This is appendix C to the package of
 17 documents you sent.
 18 A. Yeah.
 19 Q. Here you have actually filled out your fees beyond
 20 stage E, haven't you? You have filled them out for F1,
 21 G, H, F2, K. So, again, that's not consistent, is it,
 22 or necessarily consistent with novation after E or F1?
 23 A. Why not? I think it is.
 24 Q. So you don't think it's inconsistent to have spelt out
 25 your fees beyond the novation point at this stage?

1 A. I think that is novation.
 2 Q. I see.
 3 Now, let's look at the different roles that you were
 4 performing. So if we go back to {SEA00009824/5} --
 5 A. I'm sorry, you're moving on, but can you -- are you
 6 suggesting we would be in a position to renegotiate
 7 a fee with the successful contractor?
 8 Q. Possibly. I mean, why not?
 9 A. I --
 10 Q. You don't think that was an option?
 11 A. No, it is an option, that certainly is an option, but
 12 that was not --
 13 Q. That's not how you saw it?
 14 A. It's not how it was understood at the time.
 15 Q. I see.
 16 A. No.
 17 Q. Let's go to {SEA00009824/5}.
 18 It's right, isn't it, that here we see spelt out in
 19 these RIBA standard documents precisely what the role of
 20 lead consultant involves; is that correct?
 21 A. Yes.
 22 Q. So we can't look at all of these now, but let's just
 23 take a few. Right at the top, first paragraph:
 24 "Advising on the need for and the scope of services
 25 by consultants, specialists, subcontractors or

1 suppliers."
 2 Did you understand that to be Studio E's role?
 3 A. I do remember reading this at the time, because I had
 4 prepared the document. I did expect to discuss it in
 5 more detail.
 6 Q. Mr Sounes, you have proposed these suite of documents
 7 twice. You have proposed them in 2012, you have
 8 proposed them again in 2013.
 9 A. I think --
 10 Q. Are you saying now that what's spelt out here for the
 11 role of lead consultant, which was clearly marked as
 12 Studio E's role, is not what you understood you were
 13 providing?
 14 A. No, I'm not, but I am saying that I put it forward in
 15 July 2012 and never got a word back.
 16 Q. Well, we see that it's also being put forward again in
 17 November 2013 in your letter that we looked at a moment
 18 ago. So you have been working on the project for
 19 a while now. One would think that if you had an issue
 20 with being the lead consultant, you could have said that
 21 at that stage.
 22 A. Yes, but clarifying the line between Artelia and
 23 ourselves was never discussed.
 24 Q. So is it your evidence that you did not think you were
 25 performing the role of lead consultant on this project?

1 A. No, I think my statement's quite clear that there was
 2 a potential overlap -- there was an overlap.
 3 Q. So you did think it was Studio E's role to be performing
 4 these lead consultant functions?
 5 A. There was, yes.
 6 Q. Yes.
 7 Can we look at the fifth paragraph down. Can you
 8 see there it says:
 9 "Monitoring the work of the consultants."
 10 Do you see that?
 11 A. Yes.
 12 Q. So, again, would you agree that it was part of
 13 Studio E's role as lead consultant to be monitoring the
 14 work of consultants on the project as the lead
 15 consultant?
 16 A. Yes.
 17 Q. And it was Studio E's role to ensure that other
 18 consultants discharged their scope of work as well?
 19 A. Yes.
 20 Q. Then if we can have a look at what it says about lead
 21 designer. Can we go to page 7 within this document
 22 {SEA00009824/7}. If we look, for example, at the second
 23 paragraph, do you see there:
 24 "Co-ordinating design of all constructional
 25 elements, including work by consultants, specialists or

1 suppliers and for health and safety matters in
 2 conjunction with the CDM Co-ordinator.”
 3 Do you see that?
 4 A. Yes.
 5 Q. Again, did you understand that to be your role as lead
 6 designer on the project?
 7 A. Yes.
 8 Q. Who did you understand to be the CDM co-ordinator?
 9 A. That was Appleyards/Artelia.
 10 Q. Yes.
 11 Then in "Designers", below that, on the same page,
 12 if you see the second paragraph down:
 13 "Providing designs, specifications, advice and
 14 information concerning the design for which the designer
 15 is responsible ... with due regard to cost,
 16 functionality, build quality and impact, buildability,
 17 construction safety, operation and maintenance."
 18 Do you see that?
 19 A. Yes.
 20 Q. Again, is that consistent with the services that you
 21 thought Studio E was providing on this project?
 22 A. Yes.
 23 Q. Do you see a little bit further down that we have
 24 a paragraph beginning, "Giving due regard"? There is
 25 reference there to the good practice in selection of

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1 construction materials by Ove Arup and Partners; do you
 2 see that?
 3 A. Yes.
 4 Q. Did you ever read that Arup good practice guide?
 5 A. "Good practice in selection of construction materials"?
 6 I think ... I think I have, but I do not recall all the
 7 detail. But I think I have seen it.
 8 Q. Is it a document that you were familiar with at the time
 9 you proposed the contract terms to the TMO?
 10 A. As I say, I do not recall when I last looked at it.
 11 Q. We're going to look at it just in a moment.
 12 Just before we do that, can we also look at the
 13 third paragraph down under "Designers". We have there:
 14 "Determining materials, elements and components,
 15 standards of workmanship, type of construction and
 16 performance in use for the Relevant Design."
 17 Do you see that as well?
 18 A. Sorry, which paragraph?
 19 Q. I think it's the third paragraph down underneath
 20 "Designers" beginning:
 21 "Determining materials, elements and components,
 22 standards of workmanship ..."
 23 Do you see that?
 24 A. Yes.
 25 Q. Again, is that consistent with the services you thought

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1 you were performing on the Grenfell project?
 2 A. Yes.
 3 Q. Let's just have a look at the Arup good practice guide,
 4 {INQ00011220}. So we can see from the front page that's
 5 what it looks like.
 6 Do you recall reading this while working on the
 7 Grenfell project?
 8 A. No, I think I'm thinking of the list of deleterious
 9 materials.
 10 Q. Right.
 11 A. Not this document.
 12 Q. So if we just turn on to page 3 {INQ00011220/3}, if we
 13 can blow up the first paragraph on the left-hand side,
 14 where it says:
 15 "The aim of this document is to provide outline
 16 guidance for clients and specifiers on how to apply good
 17 practice to the selection of materials in construction."
 18 This isn't ringing any bells for you in terms of you
 19 reading this?
 20 A. No.
 21 Q. So you weren't aware of it.
 22 Were you aware in general that the purpose of this
 23 guidance was to promote a change in approach away from
 24 simply prohibiting unsafe materials to having a risk
 25 assessment approach and a formal risk assessment to

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1 balance risks to health and safety of any particular
 2 material against other factors? Were you aware of that?
 3 A. As I say, I wasn't -- I don't think I've seen this
 4 document.
 5 Q. Okay.
 6 Let's go back to the schedule of services at
 7 {SEA00009824/8}. So this is further on within the
 8 schedule of services, appendix B, where we get
 9 a section which gives a description of the design
 10 services at each of the different RIBA stages. Do you
 11 see that?
 12 A. Yes.
 13 Q. If we can look at the bottom of that page, we see C,
 14 this is concept design stage; do you see that? So
 15 that's receiving the design brief, preparing the concept
 16 design, reviewing the procurement method, et cetera.
 17 You see that there?
 18 A. Yeah.
 19 Q. Then if we can go over at stage D on page 9
 20 {SEA00009824/9}, headed, "Design Development", and can
 21 you look two lines down, it says there:
 22 "Investigating effect of statutory standards and
 23 construction safety on Concept Design."
 24 Do you see that?
 25 A. Yes.

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1 Q. So do you agree that, at stage D, you had to understand
 2 the statutory standards, such as building regulations,
 3 and apply them to the design?
 4 A. It says "Investigating effect of statutory standards".
 5 Q. But do you agree, in order to investigate the effects of
 6 the statutory standards, you would need to know what
 7 those statutory standards were?
 8 A. Yes. Yes.
 9 Q. Then we can see below at stage E, which is the technical
 10 design stage, we've got:
 11 "Consulting statutory authorities on developing
 12 design.
 13 "Preparing technical designs, calculations and
 14 specifications sufficient to co-ordinate components and
 15 elements of the project including information for
 16 statutory standards and construction safety."
 17 Can you see that?
 18 A. Yes.
 19 Q. Now, in fairness to you, that's in italics, so it's
 20 possible that that may shift around. It could earlier,
 21 it could come later; is that correct?
 22 A. You have pointed that out, yeah.
 23 Q. Yes. Then at stage F, just to be clear, under
 24 "Production Information", we have:
 25 "Preparing production information including

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1 specifications in sufficient detail to enable a tender
 2 or tenders to be obtained."
 3 A. Yes.
 4 Q. Going back to your evidence we looked at earlier, your
 5 evidence is that, in fact, on the Grenfell project, you
 6 took it to stage F1 before novation, isn't it?
 7 A. I said it was closer. I don't think we were required
 8 to. That's --
 9 Q. I'm not saying you were required to; I'm saying your
 10 evidence is that, in fact, you did get to that stage,
 11 F1; is that correct?
 12 A. I think I said closer.
 13 Q. Okay. So are you saying it wasn't F1; it was just
 14 an advanced stage E?
 15 A. Yes.
 16 Q. Then we have the tender stages which begin at the top of
 17 page 10 {SEA00009824/10}, and we see at stage K,
 18 "Construction to practical completion", and you can see
 19 there we've got in italics again:
 20 "Reviewing design information from contractors or
 21 specialists to establish whether that information can be
 22 co-ordinated and integrated with other project
 23 information."
 24 So this is how the normal RIBA stages work; do you
 25 see that?

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1 A. Yes.
 2 Q. Once we get to the construction stage. Okay.
 3 Now, do you agree that it was always envisaged that
 4 the design would be at a relatively advanced stage
 5 before the project would be put out to tender?
 6 A. No. No. If you go back to 2012, no, I don't think that
 7 was the understanding.
 8 Q. 2013, was that the understanding, that it would be at
 9 a relatively advanced stage before --
 10 A. With the departure of Leadbitter/Bouygues, I think it
 11 was understood that an open tender would have to be more
 12 detailed.
 13 Q. Yes.
 14 A. Yes.
 15 Q. So I think you're accepting that, certainly by that
 16 stage, it was clear that the design would need to be at
 17 a relatively advanced stage before tender?
 18 A. It didn't need to be, but that was agreed.
 19 Q. That was agreed and that's what you understood?
 20 A. Yes.
 21 Q. Yes, thanks.
 22 Do you agree that, under this appointment to the
 23 TMO, Studio E had to carry out an investigation of the
 24 statutory standards before that novation occurred?
 25 A. Erm ... do I agree?

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1 Q. Yes. Do you agree, looking at this, looking at all
 2 those duties that we just looked at under this
 3 appointment, that you had to carry out an investigation
 4 of the statutory standards before novation?
 5 A. I think the statutory standards are covered by the whole
 6 team, and I think they're covered in the stage C and D
 7 reports.
 8 Q. Did you understand it to be Studio E's responsibility --
 9 forget about anybody else who may have that
 10 responsibility as well.
 11 A. Yes.
 12 Q. Did you understand it to be Studio E's responsibility at
 13 stages C and D to be investigating the statutory
 14 standards?
 15 A. Yes.
 16 Q. And that would include the Building Regulations 2010 and
 17 the requirements under those; yes?
 18 A. Yes.
 19 Q. Just finishing off this document, can we just move to
 20 page 11 {SEA00009824/11}, where we have "Other
 21 Services". We can see on page 12 {SEA00009824/12},
 22 box 18, that the electronic document control system is
 23 crossed out. Do you see that there?
 24 A. Yes.
 25 Q. Can you explain why that was crossed out?

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1 A. Common practice in the industry with any contract of
2 a reasonable size is for the contractor to manage their
3 documents on an online platform, and that could fall to
4 a consultant, but it usually falls to a contractor in
5 a design and build.
6 Q. So is what you're saying that it was your expectation
7 that you, as Studio E, didn't need to provide this
8 because this would be something that the design and
9 build contractor would be providing during their
10 appointment?
11 A. No, it's not a requirement, it's ... as I say, it's
12 become common practice.
13 Q. Would you say it's good practice to have an electronic
14 document control system?
15 A. I think it is, yes. It allows you to manage the
16 documents.
17 Q. Okay.
18 A. Yeah.
19 Q. We're going to come back in a later topic to look at
20 document control and what document control Rydon had and
21 what Studio E had on the project, so I'm not going to
22 ask any more questions at this stage.
23 Can we just look at box 19 while we're here. You
24 have, "Compiling maintenance and operating manuals",
25 that's also crossed out. So, again, just to be clear,

1 it was your understanding that Studio E didn't have
2 a role in compiling maintenance and operational manuals?
3 A. No, we have a role, but we weren't responsible for
4 collating them. That would always fall to the design
5 and build contractor.
6 Q. D&B contractor as opposed to, say, Artelia in its role
7 as CDM co-ordinator?
8 A. The reason it's crossed out is that, in a traditional
9 contract, the architect would typically take on that
10 role, but in a design and build it's --
11 Q. It's not necessary?
12 A. -- the contractor, usually.
13 Q. Okay, yes.
14 Do you consider that the terms of this appointment
15 were suitable for the Grenfell project?
16 A. Yes, I'm ...
17 Q. Did you think they were suitable for a design and build
18 arrangement where there would be novation to a design
19 and build contractor?
20 A. Yes.
21 Q. And do you agree that if Studio E was going to be
22 providing these services that we've just discussed to
23 the TMO, it had to be aware of the requirements of the
24 Building Regulations, including schedule 1, part B, on
25 fire safety?

1 A. Yes.
2 Q. And the associated statutory guidance, Approved
3 Document B on fire safety, Studio E would have to be
4 aware of the requirements and compliant with those?
5 A. I think that's a slightly more difficult point as to how
6 aware.
7 Q. So did you think that Studio E had to have regard to the
8 guidance in Approved Document B on fire safety?
9 A. Yes.
10 Q. I now want to look at the basis on which Studio E
11 carried out work for Rydon following Rydon's
12 appointment.
13 Can we go to paragraphs 30 to 31 of your witness
14 statement. This is at {SEA00014273/14}. If we could
15 zoom in on those. There you say:
16 "30. Initially, Rydon engaged [Studio E LLP] under
17 the same terms as the KCTMO Appointment (but for only
18 those services that related to the construction stage),
19 for a short period of time in June and July 2014.
20 However, and as set out in further detail below, after
21 [Studio E LLP] became insolvent, Rydon engaged [Studio E
22 Architects Limited] to continue on the Project.
23 "31. I believe that [Studio E LLP] appointment with
24 Rydon took the form of a novation, although I do not
25 have any documents that evidence this. I do not recall

1 specifically when this would have occurred, but
2 essentially [Studio E LLP]'s obligations transferred
3 from KCTMO to Rydon through the legal process of
4 'novation'. Studio E's solicitors have advised me that
5 novation is a technical legal term used to describe a
6 substitution of a new contract in place of an old one."
7 So I just want to be clear about this: is it your
8 evidence that Rydon did engage Studio E Limited under
9 the same terms as the TMO appointment for a period in
10 2014?
11 A. It is, yes, although we didn't do much work in that
12 period. Yeah.
13 Q. What was it that gave you the impression that Rydon had
14 engaged you, as Studio E LLP, at that point under the
15 same terms?
16 A. I think my first meeting with Rydon was in April. So
17 until June, there were conversations ongoing, but
18 I don't think we had commenced any kind of work, so ...
19 Q. Did you ever --
20 A. I hadn't -- I obviously did discuss terms, but the -- or
21 rather discussed our ongoing work with Rydon, but
22 I don't recall any conversation which disputed the
23 understanding that we would be novated.
24 Q. So there is an understanding that you will be novated,
25 but --

1 A. Yes.
 2 Q. -- isn't it a separate thing whether you have in fact
 3 been novated and are then appointed by Rydon?
 4 A. The new contract, yes.
 5 Q. Did you ever have any conversations with Rydon to the
 6 effect of, "Yes, we, as Rydon, have now engaged you,
 7 Studio E LLP, to act for us pursuant to these same
 8 terms"? Did you have that conversation with Rydon?
 9 A. I don't think I did, no.
 10 Q. So you're saying it was just an assumption that you
 11 made; is that correct?
 12 A. I think it's a bit more than an assumption. I think ...
 13 I think it was reflected in the conversations and the
 14 correspondence.
 15 Q. Can you recall which conversations you had to that
 16 effect with who at Rydon?
 17 A. Not individually. I mean, I know there are mention of
 18 meetings in my witness statements, but they're not
 19 noted.
 20 Q. Isn't it actually right that Studio E's novation and
 21 appointment to Rydon didn't happen due to Studio E LLP's
 22 insolvency, and, instead, Rydon appointed Studio E
 23 Limited?
 24 A. I think, if I recall, there were one or two invoices
 25 which went out prior to novation -- sorry, prior to the

1 liquidation. I would use those as ...
 2 Q. Invoices going to Rydon?
 3 A. Yeah.
 4 Q. Which you say were paid?
 5 A. Yeah. If I recall. I think there were two.
 6 Q. But it's right, isn't it, that Rydon and Studio E
 7 Limited didn't use the RIBA standard forms, but instead
 8 agreed bespoke terms?
 9 A. Yes.
 10 Q. I want to look at this. On 27 April 2014, we can see
 11 that Rydon sent Studio E a draft schedule of services.
 12 Can we go to this. This is at {RYD00064706}.
 13 (Pause)
 14 Is there a problem with that reference?
 15 EPE OPERATOR: Yes, just a moment, sorry.
 16 MS GRANGE: Okay.
 17 We can come back and look at that. That was
 18 an email on 17 April 2014.
 19 SIR MARTIN MOORE-BICK: We have it up.
 20 MS GRANGE: We have it, great.
 21 If we can look at the second email down at 16.24.
 22 Here we have Simon Lawrence sending you "Grenfell -
 23 Draft schedule of services", and he says:
 24 "Please see attached a draft of the 'schedule of
 25 services' document that we are proposing to send to you.

1 We can discuss further next week."
 2 Do you see that?
 3 A. Yeah.
 4 Q. Then on 30 April 2014, so a couple of weeks later, we
 5 see an email at the top of the same document, back from
 6 you, responding to Mr Lawrence, with your comments in
 7 mark-up. So we can see there the email, and it attaches
 8 the schedule of services mark-up document, and you say:
 9 "Hi Simon
 10 "I could have returned this almost immediately,
 11 apologies. I've highlighted my comments. It needs to
 12 go to our insurer and they will need to see the warranty
 13 as well."
 14 Do you see that?
 15 A. Yeah.
 16 Q. Now, I want to look at the attachment that you sent at
 17 this stage. This is at {RYD00014215}. What we see in
 18 this document is the draft that was sent to you by
 19 Mr Lawrence, and then we see your comments in comment
 20 bubbles on the right-hand side. Do you see that?
 21 A. Yeah.
 22 Q. If we can go to page 3 {RYD00014215/3}, this is the
 23 schedule of architectural services which Rydon were
 24 proposing for Studio E's appointment. Then we see under
 25 item 7, "Generally", we can see there that the proposal

1 was:
 2 "Obtain Building Regulation approval for and on
 3 behalf of The Contractor."
 4 I think we can see from your comment you have said:
 5 "Too onerous given the scope of Building Control
 6 Approval and our inability to commit you, our
 7 Employer ..."
 8 SIR MARTIN MOORE-BICK: Could we scroll that up?
 9 MS GRANGE: Yes, can we take that up?
 10 SIR MARTIN MOORE-BICK: That's it, thank you.
 11 MS GRANGE: Yes, that's better.
 12 "Too onerous given the scope of Building Control
 13 Approval and our inability to commit you, our Employer
 14 to any requirement ..."
 15 You have then, I think, proposed alternative
 16 wording. Do you see that there?
 17 A. Yes.
 18 Q. You have got in quotes:
 19 "Responsibility for co-ordinating Building Control
 20 submissions."
 21 Do you see that?
 22 A. Yes.
 23 Q. So you are proposing alternative wording on item 7.
 24 Then if we look at item 10, which says:
 25 "Seek to ensure that all designs comply with all

1 relevant Health Technical Memorandums ... and any other
2 relevant NHS publications."

3 You have commented "Not relevant". Do you see that?

4 A. Yes.

5 Q. There were a few other changes by you in this document,
6 but they relate to issues that we're not concerned with,
7 such as acoustics .

8 So can we agree, looking at this , that you have no
9 changes or suggested comments on item 8? Do you see
10 that?

11 A. Yeah.

12 Q. "Seek to ensure that all designs comply with the
13 relevant Statutory Requirements, including Scheme
14 Development Standards."

15 A. Yes.

16 Q. Item 13, at the bottom:

17 "With other Consultants, where appointed, develop
18 the scheme designs, agree with the Contractor the type
19 of construction and quality selection of materials."

20 Do you see that?

21 A. Yes.

22 Q. And item 14, if we can go over the page {RYD00014215/4},
23 we've got:

24 "Co-ordinate any design work done by consultants,
25 specialist contractors, subcontractors and suppliers."

1 Do you see that?

2 A. Yes.

3 Q. So is it right that you never proposed any changes to
4 those, and you were aware of them from April 2014?

5 A. Yes.

6 Q. Now, the agreement was not signed at that stage, was it?

7 A. No.

8 Q. Do you know why not?

9 A. I don't think anyone from Rydon returned to us regarding
10 my comments until --

11 Q. So no one from Rydon got back to you?

12 A. No.

13 Q. Again, were you not anxious to get in place a clear
14 contract with Rydon that set out what your
15 responsibilities were?

16 A. No, I wasn't anxious.

17 Q. We can see that the final text was sent by Rydon on
18 14 December 2015. If we go to {SEA00013741}, we see
19 an email from a Mr Daniel Banks, who I believe is
20 a trainee solicitor at Rydon, to you of that date --

21 A. Yes.

22 Q. -- where he says, "Thank you for your email". He had
23 previously commented on a form of warranty and deed of
24 appointment.

25 Before that he says:

1 "I am conscious we have outstanding appointments and
2 warranties for the following jobs:

3 •" LeaBridge Road

4 •" Frognal Place

5 •" Grenfell Towers

6 "You have previously commented upon the form of
7 warranty and deed of appointment.

8 "Having considered your comments, I can confirm that
9 the majority of your amendments have been accepted, save
10 for the net contribution clause. See tracked documents
11 attached.

12 "I trust these are now in an acceptable format and
13 shall issue engrossments in due course."

14 Then we don't need to go to this on screen but, for
15 the transcript , on 20 January 2016 there was a letter
16 from Rydon with finalised documents sent to Mr Crawford
17 and yourself. That is {SEA00013878}.

18 Can we look at your witness statement next,
19 paragraphs 473 and 474. This is {SEA00014273/184}.

20 Can you just read those two paragraphs to yourself.
21 (Pause)

22 A. Yeah.

23 Q. So you say there that at this stage Rydon was keen to
24 have the contract document signed off because it wanted
25 to achieve practical completion and it required

1 collateral warranties to do so.

2 You also say, in the last sentence of paragraph 473:

3 "In my experience, it is common for contractors to
4 put pressure on the design team to accept onerous
5 terms."

6 Now, are you saying there that you felt pressured by
7 Rydon to sign the contract at this stage?

8 A. Yes, we were.

9 Q. Was it your view at the time that the terms proposed by
10 Rydon were onerous?

11 A. Yes, I -- my understanding is they were uninsurable,
12 yeah.

13 Q. Which terms were onerous? Which ones in particular?

14 A. I think unlimited cap I believe is uninsurable.

15 Q. That was your concern, was it? Did you have any concern
16 about the schedule of services that we just looked at?

17 A. I don't recall raising any comments on the schedule of
18 services.

19 Q. No.

20 A. That obviously wasn't the priority . The priority was
21 the liability .

22 Q. Did you speak to your insurers at the time about the
23 concerns you had about this being uninsurable?

24 A. It was my understanding. I know that, because he
25 mentions in his email, we had been in discussion on the

1 warranty. I think I would have had conversations --
 2 Q. Do you have a specific recollection of that, though?
 3 That's what I'm asking you. Can you recall speaking to
 4 your insurers about this?
 5 A. No, sorry, I can't remember specific conversations.
 6 Q. Do you agree that the amendments that you made to the
 7 schedule of services had been accepted and they were
 8 reflected in the finalised text that was sent to you?
 9 A. Since, yeah, I see they were.
 10 Q. Is it fair to say that you had plenty of time to
 11 consider and object to the terms in the schedule of
 12 services, given that you had been sent them back in
 13 April 2014?
 14 A. No.
 15 Q. You didn't have plenty of time to consider those and
 16 object to them? Is that what you are saying?
 17 A. I'm saying in 2016, once they came back, once Rydon
 18 returned with documents they wished to formalise, there
 19 was -- it was time critical to agree to them.
 20 Q. But there is no record, is there, of you raising any
 21 concerns at that stage about the schedule of services?
 22 A. No.
 23 Q. No?
 24 A. No.
 25 Q. We're going to go through those terms in a moment.

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1 Let's look at {RYD00094228}. This is the final agreed
 2 text signed on 3 February 2016 between Studio E Limited
 3 and Rydon.
 4 Now, just looking at the date there, this means that
 5 the final contract was not in fact signed until after
 6 Studio E Limited's work had largely been completed; is
 7 that correct?
 8 A. Correct, yeah.
 9 Q. Can we turn to the terms of that written agreement in
 10 more detail. Can we see from page 2 of that document
 11 {RYD00094228/2}, at the top of the page, that the deed
 12 is made on 3 February between Rydon Maintenance Limited
 13 and Studio E Architects Limited? Do you see that?
 14 A. Yes.
 15 Q. On page 3 {RYD00094228/3} at paragraph 2.1, do you see
 16 there it says:
 17 "The Consultant has and will continue to perform for
 18 the Contractor the Services in respect of the
 19 Development."
 20 Do you see that?
 21 A. Yeah.
 22 Q. The words "has and will continue to perform", did you
 23 understand that to mean it had retrospective effect?
 24 A. Erm ...
 25 (Pause)

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1 Yes.
 2 Q. Did you consider that at the time?
 3 A. Yes.
 4 Q. Yes?
 5 A. Yes.
 6 Q. Can we look at paragraph 2.3 as well, just below that.
 7 So it says:
 8 "The Consultant warrants it has exercised and will
 9 continue to exercise reasonable skill care and diligence
 10 in the discharge of the Services to the standard
 11 reasonably to be expected of a competent professional
 12 experienced in the provision of professional services
 13 for works similar to the size scope complexity quality
 14 and nature of the Development."
 15 Do you see that?
 16 A. Yes.
 17 Q. And you were aware of that at the time; yes?
 18 A. I think I would have challenged that, but I didn't,
 19 obviously. Normally I would --
 20 Q. What does that mean, "I think I would have challenged
 21 it"?
 22 A. Well --
 23 Q. You did in fact challenge this clause? You did in fact
 24 raise a query about it? Or looking at it now ...
 25 A. If something is -- usually if it's clearly inconsistent,

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1 then you would say so.
 2 Q. Are you saying this is inconsistent with the services
 3 you provided to Rydon?
 4 A. No, I'm not saying that. It is implying a pre-existing
 5 experience, which we didn't have.
 6 Q. Well, it's saying it's:
 7 "... to the standard reasonably to be expected of
 8 a competent professional experienced in the provision of
 9 professional services for works similar to the size
 10 scope ..."
 11 So isn't it a theoretical competent, experienced
 12 professional?
 13 A. Yeah.
 14 Q. So it's not saying you had that experience; it's saying
 15 your services are to be compared with that theoretical
 16 comparator; do you agree?
 17 A. Yeah.
 18 Q. If we look on paragraph 8 on page 5 {RYD00094228/5},
 19 there is also an obligation to use reasonable skill,
 20 care and diligence to comply with its obligations as
 21 designer under the CDM Regulations; do you see that?
 22 A. Yes.
 23 Q. We're going to come back to look at CDM later.
 24 I now want to look at a number of specific parts of
 25 the schedule of services at annex A. So it begins at

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1 page 8 {RYD00094228/8} of this document. If we look on
 2 page 9 {RYD00094228/9}, if we can look at item 4, if we
 3 can go down the page, here we see the schedule of
 4 services which Studio E had signed up to in this
 5 contract with Rydon. You see at item 4 on page 9:
 6 "Seek to ensure that all aspect of the architectural
 7 designs comply with the Employer's Requirement documents
 8 prepared by Artelia UK."
 9 Do you see that?
 10 A. Yes.
 11 Q. Was it your understanding that that's what you had to do
 12 in providing the services to Rydon?
 13 A. Yes, although I don't remember considering that at the
 14 time. Yes. I --
 15 Q. When you say you don't remember considering it at the
 16 time, did you ever look at this schedule of services and
 17 say, "Well, let's just check that it is consistent with
 18 the services we have been providing to Rydon"?
 19 A. Sorry, that one does say:
 20 "... all aspect of the architectural designs comply
 21 with the Employer's Requirement documents ..."
 22 Q. Yes. Is that what you thought Studio E was
 23 contractually obliged to be doing for Rydon?
 24 A. Yes. Sorry, I thought it just said "complies with
 25 Employer's Requirements" in total, but it doesn't.

1 Q. Okay. Item 5:
 2 "Advise the Contractor where, in the Architect's
 3 opinion, there are shortfalls within the Employer's
 4 Requirements and advise of assumptions to be made."
 5 Do you see that?
 6 A. Yes.
 7 Q. Then item 7, can you see:
 8 "Responsibility for co-ordinating Building
 9 Regulation approval for and on behalf of the
 10 Contractor."
 11 Do you see that?
 12 A. Yes.
 13 Q. So we can see that they have accepted your wording that
 14 you are responsible for co-ordinating the approval,
 15 rather than gaining the approval.
 16 A. Now that you have put them up side by side, the word
 17 I used was "submissions".
 18 Q. So responsibility for co-ordinating building regulation
 19 submissions?
 20 A. That's the wording you just indicated.
 21 Q. Do you accept that Rydon had responsibility for
 22 co-ordinating the building regulation approval for and
 23 on behalf of the contractor?
 24 A. Rydon or --
 25 Q. Sorry, Studio E.

1 A. At that point we had agreed to co-ordinate
 2 building control.
 3 Q. Approval.
 4 A. Under duress.
 5 Q. Is there a difference between submissions and approval?
 6 A. Yes, I think I could argue there was.
 7 Q. Okay.
 8 The term "statutory requirements" isn't defined. We
 9 see at item 8 it says:
 10 "Seek to ensure that all designs comply with the
 11 relevant Statutory Requirements ..."
 12 Did you understand that that included the building
 13 regulations?
 14 A. Yes.
 15 Q. And the CDM Regulations?
 16 A. Yes.
 17 Q. And then we can see at item 9 there is an obligation:
 18 "In accordance with the CDM Regulations, undertake a
 19 Design Risk Assessment relating to the works that are
 20 part of the Architect's brief."
 21 Do you see that?
 22 A. Yes.
 23 Q. Then we can see at item 12:
 24 "With other Consultants, where appointed, develop
 25 the scheme designs, agree with the Contractor the type

1 of construction and quality selection of materials."
 2 Do you see that?
 3 A. Yes.
 4 Q. I think you confirmed earlier that that's consistent
 5 with the services you thought you were providing to
 6 Rydon?
 7 A. "Quality selection of materials" is a bit ambiguous, but
 8 yes.
 9 Q. Sorry, I didn't catch that.
 10 A. The last phrase, "type of construction and quality
 11 selection of materials", is a bit ambiguous, but --
 12 Q. What would you understand that to mean?
 13 A. Erm ...
 14 (Pause)
 15 Type of construction ...
 16 (Pause)
 17 I think the word "selection" shouldn't be there.
 18 Q. I see. So you think it's --
 19 A. "... type of construction and quality of materials."
 20 Q. -- "... quality of materials"?
 21 A. Yeah.
 22 Q. That would implicitly include selection of materials in
 23 compliance with relevant statutory standards, wouldn't
 24 it?
 25 A. Yeah.

1 Q. Then at item 13 on page 10 {RYD00094228/20} we can see:
 2 "Co-ordinate any design work done by consultants,
 3 specialist contractors, subcontractors and suppliers."
 4 Do you see that?

5 A. Yes.

6 Q. Then at item 27, if we go down, we see:
 7 "Examine Subcontractors' and Suppliers' drawings and
 8 details, with particular reference to tolerances and
 9 dimensional co-ordination, finish, durability,
 10 appearance and performance criteria and report to The
 11 Contractor."

12 Do you see that?

13 A. Yes.

14 Q. Again, is that consistent with the duties you understood
 15 you were providing to Rydon?

16 A. Yes.

17 Q. Finally, under item 31 on page 11 {RYD00094228/11}, we
 18 can see if we zoom in, under this schedule of services,
 19 Studio E are obliged to be providing certain types of
 20 drawings, including, we can see, 1:5 drawings of various
 21 aspects of the external wall. Do you see that at (a)?

22 A. Yes.

23 Q. Again is that consistent with the services you
 24 understood you were to be providing to Rydon?

25 A. No.

1 Q. So can you explain why someone has signed this contract
 2 with 1:5 drawings in it when you didn't understand you
 3 were to be providing 1:5 drawings?

4 A. It was 2016. The building was largely complete. I --
 5 we were under pressure, and I can almost hear
 6 a conversation, which was, "Well, what's the issue?
 7 It's done, it's completed."

8 Q. Okay.

9 A. I think I had a conversation to that effect with someone
 10 at Rydon. In other words, "Why dispute a minor point
 11 when the project is finished?" So --

12 Q. So you didn't think it was worth disputing?

13 A. Yeah.

14 Q. You just lived with it, even though you knew you hadn't
 15 produced 1:5 drawings?

16 A. Yes.

17 Q. Can we look back at item 13 on page 10 {RYD00094228/10}
 18 just for a moment. The word "co-ordinate" there,
 19 "Co-ordinate any design work done by consultants,
 20 specialist contractors", what did you understand
 21 "co-ordinate" to mean in practice?

22 A. The consultants and specialist subcontractors have
 23 specific elements of work which often potentially
 24 conflict, or need to be co-ordinated in such a way that
 25 they don't, and that is usually the role of the

1 architect, to discuss and agree between different
 2 parties how different trades come together.

3 Q. Would it include identifying gaps in scope? You know,
 4 one subcontractor seems to be doing X and another Y, but
 5 there is a gap that needs filling in order to ensure
 6 compliance?

7 A. No, I wouldn't --

8 Q. It wouldn't?

9 A. No, it's very much a sort of practical, spatial
 10 construction issues usually at this stage that you're
 11 considering.

12 Q. Following Rydon's letter of 20 January 2016 proposing
 13 these final terms, did you actually check this deed of
 14 appointment to see if it accurately reflected your
 15 understanding of the work that Studio E Limited had been
 16 asked to do?

17 A. I think I mentioned that I realised that it didn't
 18 exactly, because of the lists of drawings.

19 Q. Was that the only respect in which you felt it didn't
 20 accurately reflect the services you had provided?

21 A. I didn't do a detailed review of it at that point.

22 Q. So you're not aware --

23 A. For that very reason. We were under pressure.

24 Q. Did you actually check to see whether Studio E had
 25 in fact carried out the services outlined in the

1 schedule of services?

2 A. Erm ... I think that's the same -- the same question.
 3 I was aware of the services we had provided and I was
 4 aware that the document wasn't 100% in alignment with
 5 it.

6 Q. Do you know if anyone else at Studio E may have checked
 7 to check that in fact they had carried out the services
 8 in the schedule of services?

9 A. I think I was the one who would have looked at the
 10 document initially.

11 Q. So there was no one else that --

12 A. Andrzej, my director, he would have received the
 13 document and no doubt looked at it, but I think he would
 14 have expected me to raise any issues.

15 Q. Can we look at paragraph 35 of your statement,
 16 {SEA00014273/15}. You say there in the first sentence:
 17 "Studio E's role during the Post-Contract (RIBA
 18 Stages F & K) included coordinating the detail design of
 19 others, including the engineers and specialist
 20 subcontractors, liaising with Planning and Building
 21 Control to achieve statutory approvals and responding to
 22 site queries."

23 Now, just looking at that there, was it your
 24 understanding that Studio E's role was limited to
 25 co-ordination and responding to queries?

1 A. Yes.
 2 Q. Did you believe at the time that there was no
 3 requirement for Studio E to check the work of
 4 subcontractors to ensure that it complied with,
 5 for example, the building regulations?
 6 A. No, there was no expectation on us to do that.
 7 Q. That was your clear understanding, was it?
 8 A. Yeah.
 9 Q. Based on what?
 10 A. The individual -- well, a lot of the work fell to
 11 specialist subcontractors who held design responsibility
 12 for their work, obviously the cladding, but also a lot
 13 of the internal works on the services, and it would not
 14 in any event fall to us to check compliance. Compliance
 15 would fall to the specialist themselves to check.
 16 I don't -- that's almost asking us to provide
 17 a certification role, which we didn't have, I believe.
 18 Q. So why did you agree to item 8 of the schedule of
 19 services, which says, "Seek to ensure that all designs
 20 comply with relevant Statutory Requirements"?
 21 A. I think that's not the same as confirming compliance.
 22 I think that's --
 23 Q. So seeking to ensure that all designs comply with the
 24 relevant statutory requirements, what would you envisage
 25 that would entail?

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1 (Pause)
 2 A. Well, clearly a role -- having a role co-ordinating
 3 applications, you would receive comments back from
 4 building control and take them up with individual
 5 contractors or designers.
 6 Q. I see. So in discharging that, is it your position that
 7 your role was limited to passing on any comments from
 8 building control about statutory compliance?
 9 A. Yes.
 10 Q. Can we look at Mr Crawford's witness statement at
 11 paragraph 16. This is at {SEA00014275/7}. So there he
 12 says:
 13 "We did not have a formal deed of appointment with
 14 Rydon until the end of the Project which is not
 15 uncommon. However, from the outset of my involvement
 16 Simon Lawrence (Rydon) made clear to me that Rydon would
 17 contact us when it required and so I would coordinate
 18 responses to queries as and when we were asked to do so
 19 by Rydon. Studio E had responsibility for coordinating
 20 the Building Regulations approval process ..."
 21 Now, there he says that, from the outset of his
 22 involvement, Simon Lawrence made it clear that Rydon
 23 would contact Studio E as and when required. Were you
 24 aware of this?
 25 A. Yes.

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1 Q. Did Simon Lawrence ever say that to you?
 2 A. He did.
 3 Q. Can you recall exactly what he said to you?
 4 A. Erm ... I think it's in my statement. Something to the
 5 effect that Rydon typically don't ... is it in my
 6 statement?
 7 Q. Yes. I'll take you to that, in fairness to you. Let's
 8 go to paragraph 33 of your statement. We were about to
 9 go to it. It is {SEA00014273/14}.
 10 If we look at the third sentence, four lines down,
 11 you say:
 12 "I was aware from early conversations with Simon
 13 Lawrence that it was Rydon's intention that [Studio E
 14 Limited] would have less of an intensive role than
 15 [Studio E LLP] had under the KCTMO Appointment."
 16 Do you see that?
 17 A. Yes.
 18 Q. Are those the words that he used, "less of an intensive
 19 role"?
 20 A. Erm ... no, I think that's me summarising it.
 21 Q. Can you recall when you had this conversation with
 22 Mr Lawrence, approximately?
 23 A. No, I don't. And I think there were more than one, but
 24 I can't remember. It was near the beginning. It was
 25 long before the work started on site.

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1 Q. Did it occur to you to get that reduced into writing?
 2 A. No. I ... I wasn't ... no.
 3 Q. But what did you take that to mean in practice, "less of
 4 an intensive role"? What did you think that actually
 5 meant in terms of what Studio E would be doing for
 6 Rydon?
 7 A. Well, less queries, less requests for drawings or
 8 details. He didn't say exactly, but he did imply that
 9 it would -- but that was the Rydon -- I wouldn't say it
 10 was his, but that's what we could expect, that it would
 11 be probably less than what we were expecting.
 12 Q. And on the basis of that, did you adjust your work going
 13 forward? Did it affect the way Studio E approached its
 14 role in practice?
 15 A. Our role became -- I think it's possibly used elsewhere
 16 but not in my statement -- more reactive, more ... we
 17 were asked and responded as --
 18 Q. As and when required?
 19 A. Yes.
 20 Q. How did that fit with the obligations that we've looked
 21 at which you knew about from April 2014 in the schedule
 22 of services? How did that "as and when required" role
 23 fit with what we've seen in the schedule of services?
 24 A. Erm ...
 25 (Pause)

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1 Q. Did you ever have that thought? Did it ever occur to
 2 you --
 3 A. That there was --
 4 Q. Well, "On the one hand I'm being told it is as and when
 5 required, a less intensive role, but on the other hand
 6 I've just seen this schedule of services and it's pretty
 7 extensive, what we have to do". Did that disconnect
 8 ever occur to you?
 9 A. No, it didn't occur to me. We worked for most of the
 10 project without an appointment, so the disconnect
 11 wasn't --
 12 Q. When that draft appointment came in in April 2014 that
 13 we looked at where you made some comments, did you share
 14 that with Mr Crawford at the time? Did you discuss it
 15 with him?
 16 A. I don't recall discussing it with him, but I think the
 17 understanding on the building control liaison was
 18 understood. I'm pretty sure we discussed that.
 19 Q. I understand that. I'm not specifically on
 20 building control here. I'm talking about more the kind
 21 of obligations like we saw in paragraph 8, "ensure the
 22 designs meet the statutory requirements".
 23 A. I'm not sure that's more onerous than what we --
 24 Q. Than what you're describing?
 25 A. What I'm describing, yes.

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1 MS GRANGE: I see.
 2 Mr Chairman, I think that's an appropriate moment.
 3 SIR MARTIN MOORE-BICK: All right, thank you.
 4 Mr Sounes, we're going to stop for a break now.
 5 Please don't talk to anyone about the evidence you are
 6 giving or your statement or anything else to do with
 7 the Inquiry over the adjournment. We will resume at
 8 2 o'clock, please.
 9 Thank you very much. Would you like to go with the
 10 usher.
 11 2 o'clock, then, please. Thank you.
 12 (1.00 pm)
 13 (The short adjournment)
 14 (2.00 pm)
 15 SIR MARTIN MOORE-BICK: All right, Mr Sounes?
 16 THE WITNESS: Yes.
 17 SIR MARTIN MOORE-BICK: Ready to carry on? Good.
 18 Yes, Ms Grange.
 19 MS GRANGE: Yes, thank you.
 20 So I want to look at another passage in
 21 Mr Crawford's witness statement. That's at
 22 {SEA00014275/17}. I want to look at paragraph 41. Can
 23 we zoom in on the top half of that. So this is
 24 Mr Crawford saying:
 25 "While I understood Studio E was appointed to carry

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1 out various services Post-Contract, a key concern for me
 2 through the construction phase was to maintain the
 3 integrity of the architectural intent established at
 4 planning and tender stages. This did not necessarily
 5 involve commenting on the finer detail or technical
 6 aspects of designs or the selection of materials, but
 7 was from the view of architectural intent which covered
 8 aspects such as siting, spatial arrangements, amenity,
 9 tolerances, dimensional co-ordination, the appearance,
 10 proportions, colours or finishes of the products."
 11 Do you see that there?
 12 A. Yes.
 13 Q. Now, do you agree with Mr Crawford's description of
 14 Studio E's role here post-novation?
 15 A. If I had read that -- as I am now -- in isolation,
 16 I would have said that would apply to a specialist item,
 17 the cladding, which I'm not sure it is applying because
 18 I'm not as familiar -- or I'm not familiar with Neil's
 19 statement.
 20 Q. I see. So what you are saying is commenting on the
 21 finer detail or the technical aspects of the design or
 22 selection of materials wouldn't have occurred in
 23 relation to the cladding; is that what you are saying?
 24 A. I think if requested on an architectural aspect, doors
 25 for instance, where there wasn't a specialist involved,

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1 we would get involved in the finer detail, but not on
 2 a specialist package.
 3 Q. So is it as simple as that: if there is a specialist
 4 subcontractor involved in a package --
 5 A. I'm not sure of the context of this comment, so ...
 6 Q. Well, this is about what Studio E's services were
 7 post-contract, so it's consistent with the topic we have
 8 been discussing earlier.
 9 He uses the words "architectural intent". Is that
 10 a phrase that you are familiar with?
 11 A. Yes.
 12 Q. What do you take it to mean? Do you take it to mean the
 13 same as what he's saying here?
 14 A. Broadly, yes. Yes.
 15 Q. Did you ever advise Rydon in terms that you were only
 16 commenting on architectural intent?
 17 A. I don't recall discussing or advising Rydon on that.
 18 I think that is quite typical of a mark-up process.
 19 Q. But, again, how is that consistent with the deed of
 20 appointment that we looked at this morning, which
 21 Studio E signed in 2016?
 22 A. My understanding is the obligation for the detailed
 23 design falls to the specialist, unless it's
 24 an architectural element, which the architect is
 25 responding or responsible for.

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1 Q. How is it consistent with item 8 of that schedule, "Seek
 2 to ensure that all designs comply with the relevant
 3 Statutory Requirements?"
 4 A. You asked me earlier what I understood by "seek", and
 5 I said I think it would be interpreted in that context
 6 as liaison with building control. So I ...
 7 Q. I see. So you read that, "Seek to ensure that all
 8 designs comply with the relevant Statutory Requirements"
 9 as synonymous with co-ordinate with building control and
 10 pass on any comments?
 11 A. Liaise and co-ordinate --
 12 Q. With building control. But that was dealt with
 13 separately, wasn't it, in the schedule of services,
 14 building control co-ordination? This is a separate
 15 item.
 16 A. There are two clauses, one after the other.
 17 Q. Yes, they were separate clauses.
 18 Can we go to paragraph 42 of Mr Crawford's
 19 statement, so just down there, and he says in the second
 20 sentence:
 21 "... I did not consider that the review of drawings
 22 of others during the Project was to double check that
 23 they were technically correct, or necessarily compliant
 24 with Building Regulations above and beyond their
 25 consistency with the architectural intent."

1 So, just taking that in stages, is it your evidence
 2 that you understood Studio E's role did not involve
 3 checking that the drawings were technically correct or
 4 compliant with the building regulations?
 5 A. Those are very broad terms. I did say earlier that I --
 6 we were not engaged to confirm compliance on anything,
 7 I felt, and technically correct, of course, could apply
 8 to anything within the package.
 9 Q. When you say you were not engaged to confirm compliance,
 10 "I felt" --
 11 A. That was --
 12 Q. Why? What had led you to be of that belief?
 13 A. What had led us --
 14 Q. Yes. Why did you think you weren't engaged to be
 15 checking compliance with the building regulations? What
 16 was it --
 17 A. Because it's, I would argue, beyond most architects to
 18 do that.
 19 Q. So it's not the job of an architect to check whether the
 20 drawings are technically correct and compliant with the
 21 building regulations?
 22 A. The building regulations are distinct from the approved
 23 documents, which is --
 24 Q. I'm not talking about the approved documents, I'm just
 25 talking about the building regulations.

1 A. Oh.
 2 Q. Is it, as you understand it, the role of an architect to
 3 check that the drawings are compliant with the building
 4 regulations?
 5 A. No, I don't think it is.
 6 Q. And you didn't believe it was your role on the Grenfell
 7 project?
 8 A. No.
 9 Q. Looking at what he is saying there, he has used the
 10 words "above and beyond their consistency with the
 11 architectural intent". Again, the way he has used
 12 "architectural intent", do you agree with that, that all
 13 you're checking for is architectural intent?
 14 A. That is -- again, under a design and build specialist
 15 contract, that is what I would expect the architect to
 16 be looking at, yes.
 17 Q. So am I right in that this was an assumption you made
 18 from the fact that there was a design and build design
 19 contractor, that your role would be limited to checking
 20 for architectural intent, which is effectively kind of
 21 aesthetics?
 22 A. I think you would comment on what you see, and that is
 23 usually comparing it to the original architectural
 24 intent, and seeking to ensure that the contractor is
 25 achieving it.

1 Q. By architectural intent, do you mean anything other than
 2 aesthetics?
 3 A. In this context, I don't think it did, no.
 4 Q. Who did you think was responsible for checking
 5 compliance with the building regulations during the
 6 Rydon phase of the project?
 7 A. From the applicant's side?
 8 Q. Who else? If it wasn't you checking, who should have
 9 been checking?
 10 A. Building control, as I understood at the time, were
 11 primarily responsible for confirming compliance.
 12 Q. I see. So do you think it's building control's role to
 13 look at, what, all the drawings on a project and check
 14 that they all comply with building regulations?
 15 A. That's not usually what they do. They usually will ask
 16 questions to satisfy themselves that the works are in
 17 accordance with either the guidance or an alternative
 18 means of demonstrating compliance.
 19 Q. So does that mean that on this project you were totally
 20 reliant on building control flagging any concerns about
 21 compliance with the building regulations?
 22 A. We weren't the applicant, so I don't feel we were
 23 relying on anybody. You're asking me if we were
 24 relying. I don't think we were the applicant.
 25 Q. But does this mean on the project that you thought the

1 only people who were looking out for building regulation
2 compliance was building control?

3 A. I think there's a statutory duty on behalf of the
4 applicant, the -- well, I think it starts with the
5 client, and I think he devolves it onto the contractor.

6 Q. It's the person carrying out the works, isn't it, under
7 the Building Act 1984?

8 A. Yes, under the contracts, yeah.

9 Q. But you didn't think it was any part of your role to be
10 checking that?

11 A. No.

12 Q. No.

13 Just to finish off on the contract documents, there
14 was a collateral warranty that was signed in favour of
15 the TMO. Can we just look at that. That's
16 {TMO00835763}. So this was a consultant deed of
17 collateral warranty. This was signed at the same time
18 as the Studio E Limited deed with Rydon.

19 If we go on to page 4 {TMO00835763} under item 3, do
20 you see there, 3.1, it says:

21 "The Consultant warrants and undertakes ... that:

22 "3.1 It has performed and shall continue to perform
23 all of its duties and obligations under or arising out
24 of the Appointment ..."

25 Do you see that?

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1 A. Yes.

2 Q. Then at 3.2 it says:

3 "It has exercised and will continue to exercise in
4 the performance of the Services the reasonable skill and
5 core to be expected of a properly qualified and
6 competent structural engineer experienced in the
7 provision of services and works for projects of a
8 similar size scope value character and complexity of the
9 Project."

10 Can you explain why that clause refers to
11 a structural engineer there, as opposed to an architect?

12 A. I -- we didn't prepare the document, and I can't explain
13 it.

14 Q. But this is a deed. This is an important document,
15 isn't it?

16 A. Yeah.

17 Q. And it's signed by Studio E. Would there be a process
18 within Studio E for checking these kind of deeds before
19 they were signed, to check for points like that?

20 A. The first point of call, of course, was referring it to
21 the insurer. I would have read it. My director,
22 Andrzej, would have read it. But clearly that was
23 missed.

24 Q. Okay.

25 I now want to come to a different topic, which is to

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1 look at some statutory requirements. So we looked this
2 morning at Studio E LLP's appointment to the TMO, and we
3 looked under stage D that there was reference to
4 investigating the effect of statutory standards, do you
5 remember that, under stage D, and construction safety on
6 concept design? Do you want to look at that again?

7 A. Yes.

8 Q. It's {SEA00009824/9}. So this is under RIBA stage D at
9 the top of the page, second line down:

10 "Investigating effect of statutory standards and
11 construction safety on Concept Design."

12 I think you agreed with me this morning that at at
13 least stage D -- I think we actually referred to
14 stages C and D -- Studio E was required to consider
15 compliance with statutory standards; do you agree?

16 A. Yes.

17 Q. And that would include the building regulations?

18 A. Yes.

19 Q. Would you agree that this ought to be done at the
20 earliest opportunity in the design process, to
21 investigate the effect of statutory standards?

22 A. Yes.

23 Q. And it ought to comprise an evaluation of all applicable
24 building regulations and associated relevant guidance
25 that will affect the question of compliance; do you

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1 agree?

2 A. That's a bit more difficult to agree.

3 Q. Well, I'll read it back to you again: it ought to
4 comprise an evaluation of all applicable building
5 regulations and associated relevant guidance that will
6 affect the question of compliance. What is it you don't
7 agree with there?

8 (Pause)

9 A. It's suggesting you would try and investigate the
10 impacts of any standards without having a design to
11 compare it to, or to use as a study.

12 Q. Well, it's suggesting that knowing the type of project
13 that you're involved in may be sensible to investigate
14 the parameters, the statutory parameters, within which
15 you're working; do you agree with that?

16 A. That's broader. Yes. I think it has to be broad before
17 you start looking into detail.

18 Q. But here, for example, we have a high-rise building over
19 18 metres, so would you agree that it would be sensible
20 to investigate the standards that would apply to
21 a high-rise building, the statutory standards, and any
22 relevant guidance?

23 A. Yes.

24 Q. Do you agree that it would be best practice to reduce
25 that research into a series of memos or in diagrammatic

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1 form with notes? Have you seen that before, where
 2 someone has provided a note that summarises the
 3 statutory standards and any relevant statutory guidance?
 4 A. No, I haven't come across that before.
 5 Q. And you haven't come across that at all within your work
 6 in Studio E?
 7 A. No one I've worked with has proposed that or undertaken
 8 that to my knowledge.
 9 Q. So can you explain how, at Studio E, you would learn
 10 about the relevant statutory standards and guidance. If
 11 you are not producing that kind of research note for the
 12 team, how would you gain that knowledge and how would
 13 that be communicated?
 14 A. By statutory standards, are you focusing on building
 15 control?
 16 Q. Building regulations and associated guidance, so I guess
 17 the approved documents being particularly important.
 18 A. Yeah. Those documents obviously break down the
 19 requirements into different categories, which tend to
 20 fall to individual consultants. At the outset of
 21 a project, all those consultants would bring their
 22 experience to bear on the initial proposals, and so
 23 would the architect, of course. So I would say, in
 24 a sense, you bring with you what you've learnt on
 25 previous projects to begin with.

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1 Q. But if this is a new project, and we know this was a new
 2 project for Studio E, wouldn't it be good practice to do
 3 some detailed research on the statutory standards early
 4 in the design process?
 5 (Pause)
 6 A. I think you're ... I'm still not sure. You haven't said
 7 fire, but I think you mean fire.
 8 Q. It could be fire, it could be other key building
 9 regulation requirements, it could be Approved
 10 Document L, it could be Approved Document B.
 11 Would you agree, with a new project, it was
 12 particularly important to make sure the statutory
 13 standards were understood?
 14 A. It was a refurbishment project, so the standards we
 15 understood would be complex and require some detailed
 16 consideration from each consultant.
 17 Q. So did that mean that you were going to be beholden to
 18 what those consultants told you about the statutory
 19 standards, and you didn't --
 20 A. Not beholden, but if you take part L, it clearly was
 21 an interpretation to follow through the guidance to show
 22 compliance, which in this instance I believe Max Fordham
 23 would have undertaken.
 24 Q. I see. So you relied on Max Fordham to interpret part L
 25 and Approved Document L, and --

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1 A. Largely, yes.
 2 Q. -- communicate that to you? Does that mean you wouldn't
 3 read Approved Document L yourself?
 4 A. At stage D, probably not.
 5 Q. Okay.
 6 A. I have read parts of part L, but -- and I probably might
 7 have read them on this project, but I ... it's not --
 8 the guidance isn't -- it's usually referred to as
 9 required.
 10 Q. I see.
 11 There is no documented statutory compliance review
 12 relating to Grenfell Tower, is there, that was produced
 13 by Studio E itself?
 14 A. No.
 15 Q. But do you agree that producing a basic design scheme
 16 which was compliant with statutory requirements should
 17 have been on hand for Studio E against which to check
 18 the design of Harley as the design work developed?
 19 A. I'm not aware we've done that or that it's requested --
 20 required in any document.
 21 Q. How else would Studio E satisfy itself that Harley's
 22 designs complied with the statutory requirements, or is
 23 it your evidence that, as per before, you wouldn't be
 24 checking Harley's work for statutory compliance?
 25 A. Correct, yeah. We ...

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1 Q. Can we go on now --
 2 SIR MARTIN MOORE-BICK: You mean you did not expect to check
 3 Harley's work? Is that what you are saying?
 4 A. For compliance.
 5 SIR MARTIN MOORE-BICK: For compliance. Yes, all right.
 6 MS GRANGE: Okay.
 7 I want to ask you some more detailed questions about
 8 the building regulations and Approved Document B.
 9 We're going to come back to some points of detail
 10 later when we look at some different elements of the
 11 façade.
 12 At the outset of your work on the Grenfell Tower
 13 refurbishment, were you aware of the requirements of
 14 schedule 1, part B, fire safety, of the Building
 15 Regulations 2010?
 16 A. I think you asked me that yesterday; I think I said yes.
 17 Q. Did you take any specific steps to familiarise yourself
 18 with the requirements of schedule 1, part B,
 19 fire safety, at any stage during the Grenfell Tower
 20 project?
 21 A. I can't recall doing so, no.
 22 Q. Do you agree that schedule 1, part B of the Building
 23 Regulations is of key importance when embarking on
 24 a project to overclad an existing high-rise residential
 25 building?

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1 A. It's a key?
 2 Q. It's of key importance. Do you agree that schedule 1,
 3 part B of the Building Regulations is of key importance
 4 when embarking on a project to overclad an existing
 5 high-rise residential building?
 6 A. Erm ...
 7 (Pause)
 8 I'm not sure what is going to flow from that. Can
 9 you explain?
 10 Q. Well, would it be fair to say that meeting the
 11 requirements of schedule 1, part B on fire safety is one
 12 of the most important aspects of any design of
 13 a high-rise building?
 14 A. Yes.
 15 Q. Do you agree that fire safety is fundamental to the work
 16 of an architect's practice?
 17 A. Yes.
 18 Q. And that any competent architect would have at least
 19 an awareness of the existence and importance of the fire
 20 related provisions in the building regulations and
 21 approved documents?
 22 A. I believe most architects are -- would be aware of them,
 23 yes.
 24 Q. Yes. Can we look at Approved Document B now. That's
 25 {CLG00000173}. This is the 2006 edition with 2010

1 amendments, so this is what would have been available in
 2 2012, when Studio E were first working on the
 3 Grenfell Tower project.
 4 At the outset of your work on the project, were you
 5 aware of the statutory guidance in Approved Document B
 6 on fire safety?
 7 A. In a general sense, yes.
 8 Q. What does that mean, in a general sense?
 9 A. You've asked me if I was aware, which you could --
 10 Q. Were you aware that there was something called
 11 Approved Document B?
 12 A. Yes. I thought you might mean that I knew it inside
 13 out. I did not.
 14 Q. No. Were you aware of its existence?
 15 A. Yes.
 16 Q. What was your understanding of the purpose of Approved
 17 Document B? What was it there to do?
 18 A. It's guidance. It's a guidance document.
 19 Q. It's statutory practical guidance, would that be
 20 consistent with your understanding?
 21 A. Yeah. Yeah.
 22 Q. At the outset of the refurbishment, what steps did you
 23 take to familiarise yourself with the guidance in
 24 Approved Document B?
 25 A. At the outset, we knew that it would not be possible to

1 form an opinion on compliance of the provisions without
 2 a consultant, so although we as a team and myself have
 3 certainly worked with the approved documents in the
 4 past, I did not expect to be able to use them
 5 necessarily on Grenfell.
 6 Q. Did you actually read Approved Document B at the time of
 7 the Grenfell project?
 8 A. I referred to it on occasion, but I certainly didn't
 9 read it from start to finish, no.
 10 Q. When you say "I referred to it on occasion", what do you
 11 mean by that?
 12 A. Well, usually, because it's so wide-ranging, you find
 13 yourself -- or an architect will find themselves
 14 referring to specific sections to try and understand
 15 whether they are meeting their requirements.
 16 Q. Okay.
 17 Can we turn to page 69 within this document
 18 {CLG00000173/69}, where we see B3 of schedule 1 set out
 19 on internal fire spread structure. B3.(1):
 20 "The building shall be designed and constructed so
 21 that, in the event of fire, its stability will be
 22 maintained ..."
 23 Do you see that there?
 24 A. Yeah.
 25 Q. Then at (3):

1 "(3) Where reasonably necessary to inhibit the
 2 spread of fire within the building, measures shall be
 3 taken, to an extent appropriate to the size and intended
 4 use of the building, comprising either or both of the
 5 following --
 6 "(a) sub-division of the building with
 7 fire-resisting construction;
 8 "(b) installation of suitable automatic fire
 9 suppression systems.
 10 "(4) The building shall be designed and constructed
 11 so that the unseen spread of fire and smoke within
 12 concealed spaces in its structure and fabric is
 13 inhibited."
 14 Were you familiar with these parts of B3 at the time
 15 of the Grenfell project?
 16 A. Yes, I was. These had all come up on previous projects.
 17 Q. And did you read this section of the approved document
 18 during your time on the Grenfell project, the B3
 19 section?
 20 A. No.
 21 Q. Can we then turn to B4 at page 93 {CLG00000173/93}.
 22 This sets out the requirements in schedule 1 of the
 23 Building Regulations in terms of external fire spread,
 24 and at B4.(1):
 25 "The external walls of the building shall adequately

1 resist the spread of fire over the walls and from one
 2 building to another, having regard to the height, use
 3 and position of the building.”

4 You see that there?

5 A. Yes.

6 Q. Were you familiar with this at the time of the Grenfell
 7 project?

8 A. Partially, I was, yes. The -- certainly the protecting
 9 one building from another, and the roof -- resist the
 10 spread of fire across the roof, I was aware of that.

11 Q. I see. So you were aware of those two aspects.

12 A. The “adequately resist the spread of fire” was I guess
 13 more self-evident to me rather than being aware that it
 14 was stated explicitly.

15 Q. Did you read this B4 section of Approved Document B
 16 during your time on the Grenfell project?

17 A. No.

18 Q. Can we just look within this document at page 95
 19 {CLG00000173/95}. I want to look in the bottom
 20 right-hand corner at 12.5. So there we have:

21 “The external envelope of a building should not
 22 provide a medium for fire spread if it is likely to be a
 23 risk to health or safety. The use of combustible
 24 materials in the cladding system and extensive cavities
 25 may present such a risk in tall buildings.”

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1 Then it goes on:

2 “External walls should either meet the guidance
 3 given in paragraphs 12.6 to 12.9 or meet the performance
 4 criteria given in the BRE Report Fire performance of
 5 external thermal insulation for walls of multi storey
 6 buildings (BR 135) for cladding systems using full scale
 7 test data from BS 8414 ...”

8 So we see those two paragraphs there.

9 Did you understand at the time of the Grenfell
 10 project that Approved Document B contains these two
 11 potential routes to compliance with the functional
 12 requirement of part B4.(1) of the Building Regulations?

13 A. No, I wasn't.

14 Q. Are you able to confirm which of these routes was
 15 actually followed on Grenfell Tower?

16 A. No.

17 Q. Then if we go to 12.6 at the bottom of that page and
 18 onto the next page {CLG00000173/96}.

19 “The external surfaces of the walls should meet the
 20 provisions in Diagram 40.”

21 We see that there. Can we go to diagram 40. This
 22 is on page 97 {CLG00000173/97}.

23 Did you ever look at this diagram at any time during
 24 your work on the Grenfell Tower refurbishment?

25 A. I ... I'm not sure. I'm familiar with it, but

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1 I'm afraid I can't be sure that I did.

2 Q. Did you know that it was diagram e in the bottom
 3 right-hand corner which would have applied to
 4 Grenfell Tower? Did you know that at the time?

5 A. No.

6 Q. Just looking at that for a moment, we can see there
 7 there's various shading on the building, and we can see
 8 from the arrows on the right-hand side that any
 9 dimension over 18 metres is in the dark grey shading.
 10 If we go to the key on the right-hand side, it says
 11 there:

12 “Class 0 (national class) or class B-s3, d2 or
 13 better ...”

14 Do you see that there?

15 A. Yes.

16 Q. Did you know what these classifications meant at the
 17 time of the Grenfell Tower project?

18 A. I certainly had come across the class 0 class in the
 19 past.

20 Q. How had you come across that before?

21 A. It had been required for ... I think it comes up quite
 22 often for finishes internally as a requirement,
 23 particularly in a public building.

24 Q. What did you know about class 0? What did that mean to
 25 you? What was your understanding of what it meant?

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1 A. It was resistance of spread of flame across a surface.

2 Q. You knew that much?

3 A. Yeah.

4 Q. Did you know about the specific test that had to be
 5 undertaken to get class 0?

6 A. No.

7 Q. What about reference there to class B-s3, d2? What did
 8 you know about that?

9 A. I'm not familiar -- I was not familiar with the B class.

10 Q. Were you familiar with any of the European
 11 classifications? So had you heard of A1, A2?

12 A. I had not, no.

13 Q. B?

14 A. No, I don't think I had.

15 Q. Okay.

16 Can we then go to paragraph 12.7 on page 96
 17 {CLG00000173/96}. We have a paragraph there headed
 18 “Insulation Materials/Products”, and it says:

19 “In a building with a storey 18m or more above
 20 ground level any insulation product, filler material
 21 (not including gaskets, sealants and similar) etc used
 22 in the external wall construction should be of limited
 23 combustibility ...”

24 Do you see that?

25 A. Yes.

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1 Q. Were you aware of that guidance at the time of your work
 2 on the Grenfell Tower project?
 3 A. No, I was not.
 4 Q. Had you heard of the phrase "limited combustibility"?
 5 A. I don't recall hearing of it, no.
 6 Q. Were you aware that there might be different rules that
 7 applied to buildings over 18 metres, or different
 8 guidance which made certain recommendations about
 9 buildings over 18 metres? Were you aware of that at the
 10 time of your work on the Grenfell project?
 11 A. No, I was aware that they may exist, yes, but I myself
 12 did not refer to part B at the time.
 13 Q. So just to be specific, were you aware that buildings
 14 over 18 metres had different guidance associated with
 15 them?
 16 A. The 18 metres, I can't recall if I was aware of that.
 17 Q. So it follows that you didn't apply your mind at the
 18 time of the Grenfell project to how this clause applied
 19 to the materials that you were selecting?
 20 A. As I wasn't myself preparing the documents, I did not,
 21 no.
 22 Q. Well, we'll come back to what you did and didn't prepare
 23 a little bit later.
 24 Finally, can we just look at paragraph 12.8 on this
 25 page, at 96. It says:

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1 "Cavity barriers should be provided in accordance
 2 with Section 9."
 3 Do you see that?
 4 A. Yes.
 5 Q. Did you understand at the time of your work on the
 6 Grenfell Tower project that cavity barriers were
 7 required in external walls?
 8 A. Yes, in -- yes. Well --
 9 Q. Did you understand that they were required to limit
 10 fire spread within the cavity?
 11 A. Yes.
 12 Q. And did you also understand they were required to limit
 13 the fire spread from a compartment into the cavity?
 14 A. No. I --
 15 Q. Did you ever read section 9 on cavity barriers,
 16 section 9 of Approved Document B, during your time on
 17 the Grenfell Tower project?
 18 A. Sorry, did I ever read section 9?
 19 Q. Yes, during your time on the Grenfell project, section 9
 20 on cavity barriers.
 21 A. I did not, no.
 22 Q. And --
 23 A. Well, I cannot recall doing so. I repeat: I wasn't
 24 necessarily -- in most cases I was not preparing the
 25 drawings or the specifications at the time, when you

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1 might.
 2 Q. Okay.
 3 Just going back to page 95 {CLG00000173/95} and
 4 paragraph 12.5, had you heard of BS 8414 testing? Did
 5 that --
 6 A. No.
 7 Q. Did you know what that meant?
 8 A. No.
 9 Q. What about BR 135 that's there? That's the BRE report,
 10 "Fire performance of external thermal insulation for
 11 walls", BR 135, were you aware of that guidance at the
 12 time of the Grenfell project?
 13 A. No, I wasn't.
 14 Q. Now, if we look at paragraph 240 of your witness
 15 statement. This is at {SEA00014273/105}. So there you
 16 are referring to an email from Mr Ashton of Curtins. So
 17 you say at the beginning of that:
 18 "I also note that on 1 November 2013, Curtins ...".
 19 They were the structural engineers on the project,
 20 weren't they?
 21 A. Yes.
 22 Q. "... emailed Artelia attaching structural
 23 specifications, presumably to be included as part of the
 24 Employer's Requirements. One of the documents was
 25 titled 'Structural Performance Specification For the

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1 Design, Supply and Application Of Overcladding Systems
 2 to Grenfell Tower'. On reading this document in
 3 preparation of this witness statement, paragraph 7.1.13
 4 states 'The system should comply fully with the
 5 recommendations of the BRE document [then we have the
 6 title] ... second edition, 2003.'
 7 So that document was referred to in the Curtins
 8 specification. Did you ever read it during your time on
 9 the Grenfell project?
 10 A. No. That paragraph wasn't brought to my attention.
 11 That arrived 1 November.
 12 Q. Can we look at BR 135, the second edition. It's at
 13 {BRE00005554}. If we can go on page 2 {BRE00005554/2},
 14 we will see the front page. There we go. So we can see
 15 it there:
 16 "Fire performance of external thermal
 17 insulation ..."
 18 "Second edition", at the bottom.
 19 So I think you've confirmed that you didn't read
 20 this document at the time. I just want to look at
 21 a couple of passages in here.
 22 On page 7 {BRE00005554/7}, there is reference there
 23 and a picture of the Garnock Court fire in Irvine,
 24 Scotland, that was in the summer of 1999. Can you see
 25 that there?

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1 A. Yes.
 2 Q. Were you aware of that Garnock Court fire at the time of
 3 your work on the Grenfell Tower project?
 4 A. No, I wasn't.
 5 Q. Can we go to page 9 within this document
 6 {BRE00005554/9}. We get a pictorial representation of
 7 rapid fire spread. Can you see that there?
 8 A. Yeah.
 9 Q. And you see:
 10 "If the external cladding contributes to the
 11 fire spread there is a risk of secondary fire spread to
 12 all levels."
 13 Do you see that?
 14 A. Yes.
 15 Q. Fires breaking out at the bottom and breaking back in.
 16 Had you ever seen a diagram like this during your
 17 time at the Grenfell project?
 18 A. No, I had not.
 19 Q. Were you aware of these mechanisms, this rapid
 20 fire spread, flames breaking back out and back in and up
 21 the external cladding? Was that something you had
 22 an awareness of when you were working on the
 23 Grenfell Tower project?
 24 A. Sorry, the rapid fire spread, no, I had no -- no
 25 knowledge of this.

1 Q. On page 10 {BRE00005554/10}, paragraph 3, under the
 2 heading "Cavities ", can we see, if we look there
 3 together, it says:
 4 "Cavities may be incorporated within an external
 5 cladding system or may be formed by the delamination or
 6 differential movement ..."
 7 Then this sentence:
 8 "If flames become confined or restricted by entering
 9 cavities within the external cladding system, they will
 10 become elongated as they seek oxygen and fuel to support
 11 the combustion process. This process can lead to flame
 12 extension of five to ten times that of the original
 13 flame lengths regardless of the materials used to line
 14 the cavities."
 15 Do you see that?
 16 A. Yeah.
 17 Q. Now, is that something that you were more generally
 18 aware of at the time of your work on the Grenfell
 19 project?
 20 A. Well, I think that that would fall within fire spread
 21 within cavities. So, yes, I think I was more aware of
 22 that.
 23 Q. Okay.
 24 Can we look at page 17 {BRE00005554/17}, under the
 25 heading "Performance of materials in fire. Insulation".

1 It says there:
 2 "The performance of insulating material when
 3 subjected to this type of fire scenario has been
 4 outlined in the previous section. Typically,
 5 non-combustible materials are used in these systems as
 6 it is difficult to prevent fire entering the cavity and
 7 spreading through the insulating material."
 8 Is that something that you were aware of at the time
 9 of your work on the Grenfell project, that typically
 10 non-combustible materials are used in these systems
 11 because of the difficulty preventing the fire entering
 12 the cavity and then spreading?
 13 A. No.
 14 Q. Then right at the bottom, under the heading "External
 15 panel", and then there is a subheading there:
 16 "Non-combustible materials and materials of limited
 17 combustibility."
 18 Can we just go over the next page {BRE00005554/18}
 19 and just read that. Do you see the last two sentences
 20 of that say:
 21 "Metal panels such as aluminium may fall from the
 22 system if the strength of the fixings is affected by the
 23 local fire source. They may also melt, generating
 24 molten metal debris if exposed directly to the sustained
 25 flame envelope."

1 Do you see that?
 2 A. Yes.
 3 Q. Again, were you aware of that potential for aluminium
 4 metal panels during your time on the Grenfell project?
 5 A. I'm aware that aluminium is -- has a lower melting
 6 temperature than steel, so would fail first. I knew
 7 that.
 8 Q. But were you aware specifically of issues surrounding
 9 aluminium panels and their propensity to melt,
 10 generating molten metal debris?
 11 A. No, I thought their melting temperature was quite high.
 12 Q. So that was the second edition of BR 135.
 13 The third edition of BR 135 came out in 2013, and it
 14 contained some further warnings. I just want to turn up
 15 the front page of that. That's {CEL00003364}.
 16 Now, were you aware of this document? I think it
 17 follows from your earlier answers that you weren't aware
 18 of any edition of BR 135; is that right?
 19 A. I was not, no.
 20 Q. No. Now, this contains some further warnings. It talks
 21 about the increase in the volume of combustible
 22 materials being used in external cladding applications,
 23 driven by the need for energy efficiency in buildings.
 24 Were you generally aware of that trend at the time
 25 of your work on the Grenfell project, ie the use of

1 combustible materials driven by this energy efficiency
 2 push?
 3 A. I was not aware they were combustible or a risk, no.
 4 I was not aware that there was a combustible risk.
 5 Q. This guidance also draws close attention to the use of
 6 cavity barriers within external wall systems. Were you
 7 aware of the importance of cavity barriers in external
 8 wall systems?
 9 A. Yes.
 10 Q. Can I ask you now a bit more about your knowledge of
 11 other cladding fires .
 12 At the time of working on the Grenfell project, were
 13 you aware that there had been previous fires involving
 14 external cladding façades on high-rise residential
 15 buildings?
 16 A. I was not, no.
 17 Q. So you weren't aware of any at all?
 18 A. I cannot recollect anything that pre-dates Grenfell .
 19 Q. Okay. Had you heard of the fire at Lakanal House in
 20 Southwark in 2009?
 21 A. I had heard of it, yes, and that's mentioned in my --
 22 Q. Did you know that part of it involved external cladding
 23 panels --
 24 A. No.
 25 Q. -- and external fire spread?

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1 What about a spate of fires in the United Arab
 2 Emirates, in particular in Dubai, 2012, 2013, also 2015?
 3 Had you heard of any Dubai cladding fires?
 4 A. I don't recall hearing of them. Not at the time.
 5 Q. I now want to come to ask you some questions about the
 6 selection and specification of materials, and I'm going
 7 to ask you some general questions about how Studio E
 8 went about specifying the materials which comprised the
 9 overcladding system at Grenfell Tower.
 10 Later in my questioning, I'm going to look very
 11 specifically at the insulation material that was chosen
 12 and the ACM panels, okay? So we're going to come back
 13 to that. But I'm wanting to look at your overall
 14 approach which Studio E took to the specification,
 15 particularly in the NBS specification, which was part of
 16 the tender documents. Is that okay?
 17 A. Yeah.
 18 Q. So is it right that Studio E prepared the NBS
 19 specification for Grenfell Tower from August through to
 20 November 2013?
 21 A. I recall that we had started work long before that on
 22 the specification .
 23 Q. Yes.
 24 A. Possibly the beginning of the year or even sooner, but
 25 certainly towards the beginning of the year.

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1 Q. Is it right that NBS stands for National Building
 2 Specification?
 3 A. I think so.
 4 Q. Were you personally responsible for compiling the NBS
 5 specification on the Grenfell project?
 6 A. No.
 7 Q. Who was within Studio E?
 8 A. As I say, I believe that we started earlier in 2013
 9 because I believe Adrian Jess started work on it.
 10 Q. So what was your role in relation to the NBS
 11 specification?
 12 A. One person prepared it, but I was usually consulted and
 13 agreed the content.
 14 Q. So does that mean you read the content and checked you
 15 were happy with it before it formed part of the tender
 16 documents for Rydon?
 17 A. That obviously came later, but usually the individual
 18 preparing it would go through each clause, complete
 19 them, and we would have a conversation about what was
 20 going in. I mean --
 21 Q. Yes. So I'm just checking it's fair enough for me to
 22 ask you questions about its content.
 23 A. Yes.
 24 Q. Was Tomas Rek involved in the putting together the NBS
 25 specification?

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1 A. He was, yes.
 2 Q. So was it Adrian Jess and Tomas Rek who worked on it?
 3 A. To my recollection, primarily those two, yes.
 4 Q. I think what you're saying is they would do the initial
 5 work on it and then they would potentially discuss all
 6 of the clauses with you or just some of them?
 7 A. Just some. I think I trusted them both equally to be
 8 able to complete a specification .
 9 Q. Okay.
 10 Would you agree with me that, on a project like
 11 this, the employer's requirements are key, setting out
 12 for the main contractor what the core requirements of
 13 the project are?
 14 A. Yes.
 15 Q. I think you say at paragraph 236 of your statement
 16 {SEA00014273/103}:
 17 "The NBS is a core part of the Employer's
 18 Requirements."
 19 A. Yes.
 20 Q. Do you agree with that?
 21 Would you agree that it's on the basis of the
 22 content of this specification that a tendering company
 23 can undertake an assessment of how much it will cost to
 24 undertake the project, and ultimately whether it will
 25 put in a bid?

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1 A. It's -- yes. I'm not sure why you added the last bit,
 2 but ...
 3 Q. Flourish.
 4 Before we consider the NBS in any detail, can you
 5 explain what a specification for a project like this is?
 6 What information does it typically contain?
 7 A. A specification is broken down into sections. I think
 8 I provide a description in my --
 9 Q. Yes, I'm coming to that. I'm just interested in you
 10 explaining how you understand a specification to work
 11 and what it is.
 12 A. It's a written description of --
 13 Q. Exactly, it's a written description, isn't it; yes?
 14 A. Yes.
 15 Q. Not drawings usually.
 16 A. No.
 17 Q. Where does a specification sit in the suite of documents
 18 that an architect will prepare on a project like this?
 19 Where does it sit in those documents that will be
 20 prepared, in terms of its importance?
 21 A. Oh. Typically, I think, most -- my recollection is most
 22 building contracts stipulate that the specification
 23 takes precedence over drawings.
 24 Q. Can we go to paragraph 236 of your witness statement.
 25 This is at {SEA00014273/103}. There you have explained

1 what a specification is, and you have explained what the
 2 NBS is, and you have explained:
 3 "The NBS, which is a product produced by an entity
 4 owned by RIBA, began as a standard template for the
 5 specification of workmanship, products and design, and
 6 has been developed into a full digital authoring
 7 application. It is widely used by architects to prepare
 8 construction documentation in the UK. The NBS is broken
 9 down into sections that align approximately with the
 10 trades one typically finds on site."
 11 Further down you say:
 12 "The NBS is a core part of the Employer's
 13 Requirements. The tenderers then use the Employer's
 14 Requirements to come up with their proposals ..."
 15 So, in practice, is it right that you use the NBS
 16 software as like a technology platform or a toolkit
 17 which helped you prepare a specification for the works?
 18 A. Yes.
 19 Q. Now, I want to explore the different types of
 20 specification which can be put together for a project
 21 like Grenfell.
 22 Do you agree that you have three basic options when
 23 you are choosing each package or each item of each
 24 package? There could be a performance specification,
 25 there could be a prescriptive specification and

1 a proprietary specification. Are you familiar with
 2 those three things?
 3 A. No.
 4 Q. Let's have a look. There is some useful RIBA guidance
 5 in a RIBA CPD note dated 17 August 2017. That's at
 6 {INQ00011326}. So this is a publication, a CPD
 7 publication, produced by RIBA.
 8 If we go on to page 2 {INQ00011326/2}, it has
 9 a section "What is a Specification", and it gives
 10 a definition. We don't need to go through all of that,
 11 but it says in there that it's a written description,
 12 the main purpose of which is to define the materials and
 13 the products to be used. Do you agree with that?
 14 A. Materials and products and -- there is more to it than
 15 that, but yes.
 16 Q. Okay.
 17 On page 4 {INQ00011326/4} we can see there are three
 18 principal types of specification outlined there. If we
 19 could blow that up. So it says there:
 20 "There are three principal types of specification
 21 that designers can use, either singly or in a combined
 22 manner, depending upon the type of project, contract or
 23 procurement method."
 24 Then they say there performance, prescriptive and
 25 proprietary.

1 Had you heard of these three different types of
 2 specification?
 3 A. No, I have heard of performance or prescriptive but not
 4 proprietary.
 5 Q. Okay.
 6 So just taking them each in stages, a performance
 7 specification is one in which you specify a desired
 8 performance outcome in respect of any part of the
 9 refurbishment. Do you agree?
 10 A. I do, yeah.
 11 Q. So it could have required, for example, the cladding
 12 system to achieve a certain fire performance. Do you
 13 agree with that?
 14 A. I don't think we've ever -- or I have ever done
 15 a strictly performance-based specification.
 16 Q. Okay.
 17 A. So I appreciate that --
 18 Q. We will look in a moment at the NBS you did.
 19 Can you see there it gives an example, two lines up
 20 under that paragraph, "Performance specification"? It
 21 says:
 22 "... e.g. external fire performance of roofing to
 23 BS EN 13501 ..."
 24 Now, that's the European classification standard.
 25 So do you see there it's saying you could give a fire

1 performance classification as part of a performance
 2 spec? Do you see that?
 3 A. Yes.
 4 Q. Do you agree that that form of specification would give
 5 the main contractor and/or their subcontractors a large
 6 amount of discretion and flexibility as to the type of
 7 product and ultimately the actual materials to be used
 8 to achieve that outcome?
 9 A. Yes.
 10 Q. So then here it says, as an alternate route, we've got
 11 the prescriptive specification, and it's defined here as
 12 something which would set out the full details of the
 13 product type, material and workmanship, but would not
 14 actually specify the product itself.
 15 A. Sorry, the prescriptive would not actually --
 16 Q. So it's quite helpful to look at the little box at the
 17 bottom. Do you see they have examples of the three
 18 types? So performance, we've got a doorset that is to
 19 a particular standard, that's BS EN 14351, fire
 20 integrity: 30 minutes. A prescriptive would be to say
 21 it's got to be clay brick, type: HD, and it's got to be
 22 this size, but it falls short of actually saying what
 23 product it's got to be. Do you see that?
 24 A. Yeah.
 25 Q. Finally, it talks about a proprietary specification,

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1 which actually names the specific product. So here we
 2 get an example of a wash basin. If you want
 3 a particular wash basin to be used in your project, you
 4 say, manufacturer: Armitage Shanks, product reference:
 5 Sandringham 21. So you have told the tenderer: this is
 6 the product that we want you to use. Do you see that?
 7 A. Yeah.
 8 Q. Do you agree that that latter type of specification is
 9 much more narrowly defined because it doesn't give the
 10 tenderer much flexibility, it's that product that you
 11 want; do you agree that?
 12 A. I think I want to say I haven't seen this before, and
 13 I'm not -- as I said, we have never done a purely
 14 performance based specification, because it's extremely
 15 difficult, as I recall, and I don't agree that you
 16 wouldn't include performance requirements under
 17 a prescriptive specification with proprietary products,
 18 so --
 19 Q. I think to be fair to you --
 20 SIR MARTIN MOORE-BICK: Let him finish. Yes, finish.
 21 A. On first sight, this is an artificial separation of
 22 types.
 23 MS GRANGE: Yes.
 24 I think, to be fair to you, it does state that these
 25 can be used singly or in a combined manner.

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1 A. Oh, I didn't see that.
 2 Q. This is emphasised at the end of that page. So do you
 3 see the line immediately above the box? It says:
 4 "In many cases a project specification will include
 5 a mixture of performance, prescriptive and proprietary
 6 information."
 7 Do you see that there?
 8 A. I would argue each section could include a mix, yeah.
 9 Q. Yes, understood.
 10 But do you agree that it's the architect's role,
 11 taking into account the client's requirements, to decide
 12 what type of specification to have and how prescriptive
 13 it is for each aspect of the project?
 14 A. It's largely the architect's role. That's not to say
 15 the client wouldn't have a view at all.
 16 Q. Can we look now at the NBS specification for the
 17 Grenfell project. We're going to come back to this
 18 a number of times. We can find the final version of
 19 that at {SEA00000169}. We can see the date on the first
 20 page. It's there in red. It's 30 January 2014, and
 21 then it says there, "L20 (Doors) Revised".
 22 So is it right that this was the last version of the
 23 NBS spec that was prepared for the Grenfell project?
 24 A. Yes, I think it was.
 25 Q. Then can we go to section H92, which is the rainscreen

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1 cladding section, which starts at page 63
 2 {SEA00000169/63}. If we go within that to page 65
 3 {SEA00000169/65}, if we look at the top half of that
 4 page, we can see there under clause 120 that you have
 5 named a specific product in that section to be used, ie
 6 the Proteus HR honeycomb panel, manufactured by
 7 KME Architectural Solutions. Do you see that there?
 8 A. Yes.
 9 Q. If we can go to page 73 {SEA00000169/73} and look at
 10 item 776 at the top of the page. So this is the thermal
 11 insulation section within H92. We can see there that
 12 the thermal insulation is Celotex FR5000. Do you see
 13 that?
 14 A. Yes.
 15 Q. So would you agree that if we are following the
 16 three-fold distinction, these particular clauses are
 17 following the proprietary route. They're putting
 18 particular products in that the tenderer is being asked
 19 to use.
 20 A. They -- I agree they do include proprietary references,
 21 but I think there are standards covered elsewhere.
 22 Q. Yes, we will come back to that.
 23 Let's go back to page 64 {SEA00000169/64} at the top
 24 of the page. So we can see at the top of the page in
 25 the second bullet it says:

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1 "The manufacturers noted within this specification
 2 are indicative and may be substituted with similar or
 3 equal alternatives."
 4 Do you see that?
 5 A. Yes.
 6 Q. We can see from the bottom of that same page that
 7 tenderers were also asked to submit comparative supply
 8 and install costs for three alternative materials. If
 9 we can just pull that up.
 10 So there, under clause 11, it says:
 11 "In addition to the cladding specified in the
 12 clauses below [that was 120 that we looked at] ...
 13 submit comparative supply and install costs per m2 of
 14 the whole cladding system for the following alternative
 15 materials."
 16 Then we have Reynobond Duragloss 5000, Alucobond,
 17 Zinc, Quartz Zinc. Do you see that there?
 18 A. Yes.
 19 Q. Now, do you agree that the wording there says "submit
 20 comparative supply and install costs"; do you see that?
 21 A. Yes.
 22 Q. So do you agree it's not actually saying you have
 23 a discretion to use alternatives; it's just wanting
 24 comparative supply and install costs?
 25 A. That was the intent in -- yes.

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1 Q. But looking at all of that, do you agree that you
 2 primarily adopted a proprietary specification by naming
 3 specific products, ie the Proteus honeycomb and the
 4 FR5000 Celotex product?
 5 A. I'm sorry? Did I ...?
 6 Q. Do you agree that the primary clauses here were telling
 7 you that there were particular products Studio E wanted
 8 to be used?
 9 A. Yes.
 10 Q. Can you explain why you did that? Was that for
 11 essentially aesthetic reasons, because you wanted
 12 a particular aesthetic finish that you were looking for?
 13 A. The rainscreen?
 14 Q. Yes.
 15 A. Well, the specification of the rainscreen obviously took
 16 a long time to arrive at, and there was a lot of
 17 research undertaken. I don't think it was just
 18 aesthetic. Or if it was just -- but it ... it's
 19 obviously covered in great length in my statement, but
 20 the proposal to use zinc came very early and we kept
 21 with it and proposed what we thought was -- and was --
 22 we did research it with the supplier.
 23 Q. We will come to all of that.
 24 A. That was our preferred solution or --
 25 Q. Yes.

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1 A. -- specification, so that's why we put it first.
 2 Q. Now, as we have seen, you gave some latitude to the
 3 contractor because you talked about similar or equal
 4 products. That was the top of page 64. We were just
 5 looking at that.
 6 I think in the contract preliminaries -- I don't
 7 think we need to go to this -- it makes clear that if
 8 alternative products are to be proposed, one of the
 9 things that has to happen is the contractor has to
 10 provide reasons for the substitution. Do you recall
 11 that?
 12 A. The preliminaries, the section A2, that's prepared by
 13 Artelia. I'm less familiar with that.
 14 Q. Okay.
 15 Do you accept that if you had wanted greater input
 16 from the design and build contractor in terms of
 17 performance, including fire safety performance, you
 18 would have drafted a performance specification which
 19 would have expressly included requiring fire safety to
 20 be addressed?
 21 (Pause)
 22 A. I'm sorry, why would we --
 23 Q. It's really if you had wanted greater flexibility and
 24 input from the design and build contractor, do you agree
 25 that you would have adopted instead a performance

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1 specification rather than a proprietary one?
 2 A. Yes.
 3 Q. Now, in fairness to you, it is relevant to point out
 4 that at paragraphs 310 and 342 of the NBS
 5 specification -- if we can go to page 69 of this
 6 document {SEA00000169/69}.
 7 So if we look at 310 and 342, you have got there
 8 some design/performance requirements, and there is
 9 reference there to this CWCT standard for systemised
 10 building envelopes, which had as part of it part 6, fire
 11 performance. Do you see that?
 12 A. Yes.
 13 Q. We're going to look at that in some detail later.
 14 First of all, did you read that performance
 15 specification at the time of --
 16 A. No.
 17 Q. -- working on the Grenfell project?
 18 A. No.
 19 Q. Can you recall whether this was a clause which was
 20 suggested to you as part of the NBS specification?
 21 A. Suggested -- I think it is a clause that is standard,
 22 yes.
 23 Q. So that's what we think. Can I take you to something.
 24 This is {INQ00011339}. So this is an extract from the
 25 NBS software. So what's happened is the NBS have

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1 provided the Inquiry with its original software from
 2 2013, and this would have been the software that was
 3 available as at November 2013.

4 Can you recall whether you would usually update the
 5 NBS software with all the relevant NBS updates? Was
 6 that Studio E's practice?

7 A. I think it was automatic, I think, we had to, yes.

8 Q. I see, yes.

9 So looking at this screenshot, this is a screenshot
 10 taken from that NBS software, this is a standard NBS
 11 clause that can be inserted into the H92 section. Do
 12 you see that?

13 A. Yes.

14 Q. There is another screenshot, if we look at
 15 {INQ00011365}. Here we see another standard clause
 16 that's inserted into the NBS software. Do you see that?

17 A. Yes.

18 Q. And it would appear that Studio E took that and included
 19 it as part of its package in the NBS spec; do you agree?

20 A. Yes.

21 Q. Now, there was some later guidance from the CWCT that
 22 was entitled "Fire performance of curtain walls and
 23 rainscreens, Technical Note 73 of March 2011". Did you
 24 read that guidance at the time of working on the
 25 Grenfell project?

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1 A. I don't recall seeing that. Would that have been on the
 2 platform?

3 Q. It doesn't appear to have been on the platform when you
 4 wrote the NBS specification. They're referring to this
 5 other CWCT standard, which is from September 2008. But
 6 I wanted to know whether you were aware of other CWCT
 7 guidance.

8 A. No, I was not.

9 MS GRANGE: Mr Chairman, I'm just going to finish this
 10 topic, if that's okay, and then break.

11 SIR MARTIN MOORE-BICK: No, that's okay.

12 MS GRANGE: I've only got another few pages.

13 Can we just look at your witness statement at
 14 paragraph 343.1. This is {SEA00014273/140}.

15 So looking at 343.1, you say:

16 "The specialist cladding subcontractor would hold
 17 responsibility for all aspects of their system and the
 18 successful contractor had the discretion to suggest
 19 alternative products/materials."

20 Do you agree that that's not entirely accurate,
 21 given what we've just looked at, because the discretion
 22 of the contractor was only to suggest similar or equal
 23 products to the ones that you had identified in the
 24 spec?

25 A. No, I -- under the contracts, the request to change

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1 a product can't be unreasonably withheld -- sorry,
 2 agreement to change product can't be unreasonably
 3 withheld if it's equal, whereas a contractor has freedom
 4 to propose anything, as I understand it, and if the
 5 client agrees, that's agreed.

6 Q. Yes, I follow that. So, I mean, if Rydon suggested
 7 something completely different, and provided the client
 8 was signed up to it, I can see that might have been
 9 a change.

10 A. Yeah.

11 Q. But I think you just agreed with me that in terms of
 12 what this NBS specification is envisaging, it's similar
 13 or equal to the products that you have identified. Do
 14 you see that?

15 A. Yes.

16 Q. Yes.

17 Can we now turn to some statements that Rydon have
 18 made. If we can go to {RYD00094236}, this is a witness
 19 statement provided to the Inquiry on behalf of Rydon,
 20 Rydon the company. So this is the witness statement on
 21 behalf of Rydon Maintenance Limited.

22 If we can go within that to page 37
 23 {RYD00094236/37}, what I would like you to read -- you
 24 see at the bottom of that page -- may need to zoom in --
 25 I would like you to read under the heading:

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1 "The NBS Specification/Employer's Requirements were
 2 detailed and prescriptive."

3 I would like you to read paragraph 75 and then over
 4 into 76. Can you just read those to yourself. We will
 5 have to scroll the page over.

(Pause)

7 A. Okay.

8 Q. So I want to ask you about the statements that are made
 9 there.

10 Do you agree that the NBS specification was unusual
 11 in that it was more detailed and prescriptive than would
 12 normally be expected?

13 A. Not for us, no.

14 Q. Not in your experience?

15 A. No.

16 Q. Do you agree that the NBS specification can be described
 17 as "highly prescriptive"?

18 A. I didn't think it was unusually prescriptive or --
 19 therefore not highly prescriptive, no.

20 Q. So if you go on and look at paragraph 77 on that same
 21 page {RYD00094236/38}, Rydon there say:

22 "This meant that the design concept- including the
 23 choice and combination of materials - was in practical
 24 terms established by the time of the tender process,
 25 with the detailed design to be developed. As is set out

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1 below, tenderers had to provide a tender which would
2 comply strictly with the NBS Specification/Employer's
3 Requirements, which [Rydon Maintenance Limited]
4 confirmed that it had done."

5 Do you see that there?

6 A. Yes.

7 Q. Do you agree that, in practical terms, Studio E had
8 established the design concept by the time of the
9 tender?

10 A. Well, they've said including choice and combination of
11 materials.

12 Q. Yes.

13 A. I would use "concept" as a more loose term.

14 Q. Do you agree -- sorry.

15 A. I agree that the materials were selected, yes.

16 Q. Can we now go to pages 49 to 50 within this Rydon
17 statement and look at paragraph 99 {RYD00094236/49}. So
18 if you can read that to yourself, so read 99.

19 (Pause)

20 A. Okay.

21 Q. Do you agree there with the statement by Rydon that the
22 specified products and systems would have had to have
23 been considered for planning approval and compliance
24 with, amongst other things, the building regulations by
25 the design team?

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1 A. Yes.

2 Q. Now, I think you accepted earlier that Studio E itself
3 hadn't done a compliance check of the materials; is that
4 correct?

5 A. Correct, yeah.

6 Q. Why is there no red flag or clear caveat within the NBS
7 specification making clear that the products in the
8 design specified therein had not been checked for
9 compliance with the building regulations?

10 A. Well, if we had reason to put a flag in, I think there
11 would be reason not to specify them, and we had no
12 knowledge of any concerns.

13 Q. I see. So are you saying that the reason you didn't put
14 a red flag or clear caveat --

15 A. I think a red flag is almost worse. We didn't know
16 there were any concerns regarding their compliance.

17 Q. So you assumed they were compliant when you put them in
18 the NBS spec?

19 A. I think our -- my statement goes into some detail as to
20 why we believed them to be compliant.

21 Q. Yes, and we will look at that when it comes to
22 particular products, but I'm just looking at the general
23 proposition here. You hadn't yourselves checked for
24 compliance, had you?

25 A. We had referred it, but I don't -- well, had we referred

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1 it? We had asked for advice, but it wasn't for us to,
2 as it were, satisfy ourselves on the reading of the
3 regulations that it was compliant, because I don't think
4 that was within our ability .

5 MS GRANGE: Okay.

6 Mr Chairman, I think that concludes this line for
7 the moment.

8 SIR MARTIN MOORE-BICK: Yes.

9 We will have a short break now, Mr Sounes, so would
10 you like to go with the usher and we will resume at
11 3.30. Thank you.

12 (Pause)

13 3.30, please. Thank you.

14 (3.20 pm)

15 (A short break)

16 (3.30 pm)

17 SIR MARTIN MOORE-BICK: All right?

18 THE WITNESS: Yes.

19 SIR MARTIN MOORE-BICK: Yes, Ms Grange.

20 MS GRANGE: Thank you, yes.

21 So I am now going to turn to a different topic and
22 ask you some questions about Studio E's involvement with
23 Exova on the project. Is that okay?

24 A. Yeah.

25 Q. Is it right that Exova was the specialist fire

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1 consultant involved with the KALC project and was
2 subcontracted by Studio E itself on that project?

3 A. Yes.

4 Q. What I want to do first up is to bring up some minutes
5 from a client meeting on 28 March 2012. This is at
6 {MAX00000008}. So we see that this is notes of
7 a meeting, Grenfell Tower refurbishment, notes of
8 a client meeting.

9 If we can go on page 2 {MAX00000008/2} under
10 item 4.0, headed "Additional consultants", Studio E are
11 said to have noted -- this is in the second-to-last item
12 there, can you see it says there:

13 "Fire safety advice may be required."

14 A. Yes.

15 Q. Then Studio E.

16 A. Yes.

17 Q. Was that your suggestion, that fire safety advice may be
18 required?

19 A. Yes.

20 Q. What was in your mind at that stage when you said
21 fire safety advice may be required? Which aspects of
22 the project were calling out, in your view, for
23 fire safety advice?

24 A. I think fire safety is fire safety. At that point

25 I wasn't -- I don't think I was restricting it, although

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1 I was obviously thinking of our initial phases of
 2 looking at the changes. So it just was clear on
 3 reflection after the meeting that the consultants would
 4 need to include a fire consultant. That's, I think, as
 5 far as I went. I may have discussed it with somebody,
 6 but I thought it was worth putting this minute in to be
 7 sure to pick it up later.

8 Q. Yes.
 9 Can we then go to {SEA00003957}. If we can blow
 10 that up. So this appears to be, from what we can tell,
 11 Studio E's first contact with Exova in respect of the
 12 Grenfell Tower project. It's dated 10 April 2012, and
 13 we can see Mr Kiefer of Studio E emails Mr Lee and
 14 Mr Ashton with a number of drawings and asking for --
 15 you see three paragraphs down, he said:

16 "We would like to ask you to provide us with your
 17 initial assessment regarding fire escape strategies for
 18 the above layout proposals."

19 Do you see that?
 20 A. Yes.

21 Q. And you are cc'd onto this email. I think we can see
 22 that at the top. Is that correct?

23 A. Yes.

24 Q. Did your colleagues at Studio E contact Exova regarding
 25 the provision of this advice at your behest?

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1 A. I can't recall what happened. I think I would have made
 2 the initial contact, but I do not recall.

3 Q. So thereafter, Exova attend the first design team
 4 meeting on 19 April 2012. For your notes and for the
 5 transcript, the minutes of that are at {TMO10001143}.
 6 We don't need to go to those.

7 Then what happens is you contact Mr Ashton of Exova
 8 on 24 April 2012. Can we bring that email up, that's at
 9 {SEA00004053}. Can you just take a second to just
 10 familiarise yourself with that email.

11 A. Yeah.

12 Q. It's you to Terry Ashton on 24 April.

13 A. Yes.

14 Q. Are you familiar with that?

15 A. I am. I have read this recently, yes.

16 Q. Thank you.
 17 You say in the second paragraph there:

18 "We have thus far had no commitment in writing from
 19 you to a fire strategy on either the KALC leisure
 20 centre, Academy, Residential development or the Grenfell
 21 Tower upgrade. We have had no concrete input by way of
 22 drawing markups or draft reports to support the
 23 developing designs. This is becoming critical for us
 24 with three weeks to go before we submit the Stage D
 25 Report for KALC, with much of the work undertaken so far

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1 by the whole team relying on the fire safety advice
 2 we've received at meetings. We fear that the designs
 3 have not had adequate scrutiny and that we are at
 4 considerable risk at this late stage of late changes,
 5 abortive work and possible cost implications to the
 6 project."

7 Do you see that paragraph there?
 8 A. Yes.

9 Q. I'll ask you some questions in a moment, but in the
 10 third paragraph, you state:

11 "If you are unable to reassure us that you are
 12 committed to the two projects by the end of this week -
 13 both agreeing contract terms and providing detailed
 14 advice - we will regard this as a renunciation of the
 15 commission and be forced to look elsewhere for fire
 16 safety advice."

17 Do you see that?
 18 A. Yes.

19 Q. So do we take it from that email that Exova's
 20 performance on the KALC project was of concern to you at
 21 this stage?

22 A. I wasn't involved on the KALC project and I must have
 23 been relating others' concerns. I think -- my
 24 recollection is that the agreement was a cause for
 25 concern, and that's, I think, what lay behind this

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1 email.

2 Q. We see it's about the KALC leisure centre project in
 3 particular, but they also talk about the Grenfell Tower
 4 upgrade. Were you concerned about their lack of input?

5 A. I didn't mention it and I think the timing doesn't
 6 suggest I would have been. But, as per the subject, or
 7 rather the attachments, the appointment, I think, was
 8 our primary concern at that point, as I recall.
 9 I appreciate it does refer to KALC, but I was not as
 10 closely involved on KALC.

11 Q. Was it your view that Exova had not provided adequate
 12 scrutiny of Studio E's designs?

13 A. No, that wasn't my view. That was expressing a concern
 14 held by the team on KALC.

15 Q. So was it the Studio E view on the KALC project that
 16 they hadn't provided adequate scrutiny of Studio E's
 17 designs?

18 A. It was a concern that they hadn't provided adequate
 19 scrutiny.

20 Q. Was there a concern that oral advice in meetings had
 21 been given but with little or anything provided on
 22 paper?

23 A. That was the concern, yes. We want -- I assume it had
 24 all been verbal, or at least we wanted something more
 25 concrete.

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1 Q. In short, is it right that there had been no concrete
 2 input from Exova on the KALC project at that stage?
 3 A. I can't say. I was not -- sorry, on KALC?
 4 Q. Yes.
 5 A. I'm not sure. I wasn't involved.
 6 Q. So is your position that all you're doing here is
 7 relaying concerns by your colleagues?
 8 A. I recall that the two agreements were becoming critical
 9 and I was tasked to follow it up with Exova. I may have
 10 been involved in preparing the subconsultant agreement
 11 as well.
 12 Q. Do you know why Exova were failing to give the scrutiny
 13 and the advice on the KALC projects that your colleagues
 14 were requiring?
 15 A. No, I don't know why.
 16 Q. Did you ever have any discussions with Mr Ashton or
 17 anyone else at Exova regarding resourcing issues at this
 18 time?
 19 A. I may have done, but I don't recall.
 20 Q. Again -- sorry.
 21 A. Usually you would -- before you send an email like that,
 22 you would speak to someone. So I would -- I assume
 23 I did speak to someone.
 24 Q. Do you have a recollection of speaking to anyone?
 25 A. I don't, no.

1 Q. Against the background of this dissatisfaction with
 2 Exova's work on the KALC project, can you explain why
 3 you sought to obtain their input as the specialist fire
 4 consultant on the Grenfell project?
 5 A. We understood Exova to be a competent and large and
 6 experienced consultant on fire advice and we would
 7 rather have maintained continuity with them on both
 8 sites.
 9 Q. I see.
 10 Did Exova do anything specific to allay the concerns
 11 such that you were content to continue with their
 12 appointment on the Grenfell Tower project?
 13 A. I can't recall the exact sequence of what followed, but
 14 I believe that we -- they did satisfy us.
 15 Q. You said earlier that somebody from the KALC team gave
 16 you information about Exova's performance that you were
 17 relaying. Can you remember who that was?
 18 A. I can't remember who that was. It would -- the team, as
 19 we've discussed, was led by Andrzej and Neil, so --
 20 Q. Could it have been Mr Crawford that relayed those
 21 concerns?
 22 A. Quite possibly.
 23 Q. Can we now turn to {EXO00000474}. This is your email to
 24 Mr Ashton dated 3 May 2012. If we can blow that up
 25 a little. Great.

1 So this is your email to him requesting a fee
 2 proposal. We can see that in your email:
 3 "The application for funding ... goes before the
 4 cabinet this evening, with every likelihood the £6m
 5 asked for will be agreed."
 6 Then in the next paragraph you say:
 7 "I anticipate Mark Anderson from the TMO, our
 8 client, to quickly follow up with confirmation as to the
 9 scope of the project but the principles are probably
 10 going to be based on the attached sketch."
 11 Then you have set out in numbered paragraphs what
 12 the refurbishment would comprise. Do you see that?
 13 A. Yeah.
 14 Q. These included -- we have new flats, item 1, on the
 15 vacant office level. Then we can see overcladding,
 16 can't we, at paragraph 4?
 17 A. Yeah.
 18 Q. Then 5, we've got new boilers to all flats; and 6,
 19 reconfigured entrance/circulation areas to tower.
 20 A. Yeah.
 21 Q. Is it right that from this early stage you knew that
 22 Exova's advice in respect of the overcladding would be
 23 required?
 24 A. I was merely giving him an overview of the project.
 25 Q. So are you saying you hadn't thought at this stage

1 whether each of these elements would be something that
 2 Exova would need to deal with?
 3 A. Erm ... in a general sense, yes, but not in a specific
 4 sense, if that's clear. I was giving him a description
 5 of the project so he understood the scope.
 6 Q. You say at the end there, can you see underneath bullet
 7 point 6:
 8 "Please could I have your fee proposal for this,
 9 based on the above and the attached information?"
 10 Do you see that?
 11 A. Yes.
 12 Q. "Please break this down into the Stages C, D, E, F and
 13 beyond ..."
 14 Yes?
 15 A. Yes.
 16 Q. So is it right that the scope of Exova's work that you
 17 wanted them to quote for would be in relation to each of
 18 these six items?
 19 A. I think we would want them to cover anything and
 20 everything. I wouldn't approach someone with a limited
 21 scope on a --
 22 Q. Yes, so you wanted their fee proposal to include item 4,
 23 overcladding; is that correct?
 24 A. If required, yes. Yes.
 25 Q. What does that mean, "If required"?

1 A. It means that I would ... I ...
 2 (Pause)
 3 It wasn't a shopping list. I was describing the
 4 project.
 5 Q. Okay.
 6 Can we turn now to Exova's fee proposal itself that
 7 they came back with. This is at {TMO10003885}.
 8 We can see from this -- so it's Exova Warringtonfire
 9 there on the right-hand side, to you, Mr B Sounes, dated
 10 9 May 2012. Do you see that?
 11 A. Yeah.
 12 Q. Then at the bottom of page 1 we see they have set out
 13 their company profile. Do you see that?
 14 A. Yes.
 15 Q. So they're talking about they have been working in the
 16 field of fire strategy since 1965, et cetera, and they
 17 have given you indications of awards that they have won.
 18 Can we then go to the proposed scope of work on
 19 page 2 {TMO10003885/2}, if we could look at the top of
 20 that page. So we can see there that they're saying:
 21 "The planned fire safety work would be undertaken
 22 using the relevant design codes and will facilitate the
 23 progression of the design from RIBA Stage C to RIBA
 24 Stage F."
 25 When they say "using the relevant design codes",

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1 what do you understand them to mean by that?
 2 A. I'm not sure exactly what that means, but I assume they
 3 mean approved documents and anything else --
 4 Q. Yes.
 5 A. -- that may be applicable.
 6 Q. Yes. Then in the second paragraph of that, it states:
 7 "The aim of the fire safety work would be to ensure
 8 a high standard of fire and life safety for the
 9 occupants of the building whilst highlighting any areas
 10 of the building's design that may represent an approvals
 11 risk."
 12 Do you see that?
 13 A. Yes.
 14 Q. Then can we look at what is said about RIBA stage C
 15 further down on this page. If we look at those bullets
 16 under stage C, we see in the second sentence at the top
 17 of RIBA stage C:
 18 "This work will provide a 'level of confidence' with
 19 regards to the fire safety design and fire safety
 20 approvals risks."
 21 Do you see that?
 22 A. Yes.
 23 Q. Then they say immediately after:
 24 "The work would focus on issues that would either
 25 have an effect on a future application under The

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1 Building Regulations 2010 or would have a significant
 2 cost impact."
 3 Do you see that?
 4 A. Yes.
 5 Q. And it would include, they say:
 6 "A preliminary fire strategy report would be
 7 produced ..."
 8 That's in the second paragraph.
 9 A. Yeah.
 10 Q. Do you see that there?
 11 "... which summarised the main fire safety issues
 12 for the project."
 13 A. Yes.
 14 Q. Do you see that?
 15 They also say that their work at this stage would
 16 involve attending -- we've got attending relevant design
 17 team meetings in the first bullet. Do you see that
 18 there?
 19 A. Yeah.
 20 Q. We also see in that same bullet:
 21 "... provide appropriate fire safety guidance to
 22 other members of the design team to assist the proposed
 23 development ..."
 24 You see that?
 25 A. Yeah.

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1 Q. They say it would include the creation of an outline
 2 fire strategy document -- this is the third bullet -- to
 3 assist in early design development.
 4 A. Yeah.
 5 Q. And also, last bullet:
 6 "Provision of an updated revision of the outline
 7 fire safety strategy report to reflect any agreed
 8 changes to the strategy following early design
 9 development ..."
 10 Do you see that?
 11 A. Yes.
 12 Q. As we have looked before, RIBA stage C is the stage for
 13 concept design; is that right?
 14 A. Yes.
 15 Q. Did you ever consider whether, at stage C, Exova would
 16 be identifying the relevant statutory controls and
 17 requirements for you? Did you take that to be implicit
 18 in what they would be doing?
 19 A. Yes.
 20 Q. Was it of any concern to you that that was not expressly
 21 identified as part of this fee proposal?
 22 A. No.
 23 Q. Why not?
 24 A. They've said that the work would review all relevant
 25 codes or -- and given their experience, I assume that

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1 would cover what you're asking.
 2 Q. I see, yes.
 3 The reference that we looked at in the first
 4 paragraph in the third sentence, focusing on issues that
 5 would either have an effect on a future application
 6 under the building regulations or would have
 7 a significant cost impact, did this suggest to you when
 8 you were reading it a focus on commercial aspects?
 9 A. I don't think I read it that closely at the time, no.
 10 Q. Can you explain why there is no reference to the
 11 CDM Regulations in this fee proposal letter?
 12 A. No.
 13 Q. Did you ever query that with Exova?
 14 A. Obviously fire is very much a safety issue, but
 15 I wouldn't normally associate them.
 16 Q. Did you recognise that Exova would be preparing or
 17 modifying designs based on their work on the fire
 18 strategy in a way which would make them designers under
 19 the CDM Regulations?
 20 A. No.
 21 Q. Can we look then at what's said at RIBA stage D and E,
 22 at the second half of that page. So it's stated there
 23 that the work at stages D and E would involve -- in the
 24 first paragraph, they say:
 25 "Work undertaken during RIBA Stage C would be

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1 further developed during the approvals stage of the
 2 project ..."
 3 Then they say:
 4 "... the work would ultimately involve the creation
 5 of a detailed fire strategy for the proposed development
 6 which will be written in line with the requirements of
 7 The Building Regulations ..."
 8 Do you see that in the first paragraph?
 9 A. Yeah.
 10 Q. They also say in the next sentence:
 11 "The fire safety design would be documented in
 12 a fire strategy report."
 13 Do you see that?
 14 A. Yes.
 15 Q. Then in the third paragraph:
 16 "The fire safety strategy would be developed to
 17 comply with the relevant statutory requirements, which
 18 would primarily be The Building Regulations 2010, the
 19 Regulatory Reform (Fire Safety) Order 2005 and the
 20 London Building Acts (Amendment) Act 1939 ..."
 21 Do you see that?
 22 A. Yeah.
 23 Q. They have also said:
 24 "The fire safety strategy ... will consider the
 25 following items."

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1 Can you look at the fourth bullet point there. It
 2 says:
 3 "Determination of any external fire spread issues
 4 that there may be and the impact this may have on the
 5 architectural design."
 6 Do you see that?
 7 A. Yes.
 8 Q. In the fifth bullet it also says:
 9 "Recommendations of compartmentation and structural
 10 fire protection standards ..."
 11 Do you see that?
 12 A. Yes.
 13 Q. Then if we go to the top of page 3 {TMO10003885/3}, they
 14 say Exova would, in the first bullet point:
 15 "Attend relevant design team meetings ..."
 16 That's under:
 17 "The scope of work for this stage would include:
 18 "Attend relevant design team meetings and to provide
 19 the appropriate fire safety guidance to other members of
 20 the design team to assist the proposed development."
 21 Do you see that?
 22 A. Yes.
 23 Q. Now, it's right, isn't it, that RIBA stage D is the
 24 design development stage and stage E is the technical
 25 design stage?

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1 A. Yes.
 2 Q. So as we can see from the first paragraph under that
 3 heading, if we go back one page {TMO10003885/3}, it's
 4 talking about, in that first paragraph, a detailed
 5 fire strategy for the proposed refurbishment; do you see
 6 that?
 7 Did you have any view at that stage as to what
 8 a detailed fire strategy would include?
 9 (Pause)
 10 A. We've obviously worked with fire consultants before, so
 11 we knew it would be a document, a number of
 12 pages discussing the requirements.
 13 Q. Did you form a view as to how this detailed fire
 14 strategy would be different from the preliminary fire
 15 strategy report at stage C?
 16 A. I expected it to be an update and to reflect the
 17 increased detail on the drawings, and the greater
 18 clarity on the design, because at stage C there often
 19 isn't much clarity on the layouts. So I would expect it
 20 to be more detailed, more definitive, by stage D.
 21 Q. It's right, isn't it, that a detailed fire strategy at
 22 the end of stage E was required to provide sufficient
 23 information to enable the preparation of technical
 24 designs and specifications for tenderers?
 25 A. Yes.

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1 Q. Now, there is no provision in this stage D/E bit of the
2 proposal for reviewing the design documentation, is
3 there?

4 A. No.

5 Q. Do you agree that review by a competent fire safety
6 engineer enhances the chances that the building design
7 will meet the functional requirements of the building
8 regulations?

9 A. Yes.

10 Q. Would you agree that the reverse is the case, ie if
11 there is no review of the design documentation by
12 a competent fire engineer, it increases the chances that
13 the design won't meet the functional requirements of the
14 building regulations?

15 A. Yes.

16 Q. Would you agree that this was a serious omission on
17 Exova's part in putting together this fee proposal?

18 A. I think it's mentioned, determination of any external
19 fire spread issues. As to whether that should be spelt
20 out as a detailed review of documentation, I'm not sure.
21 I would have ...

22 Q. Did this give you any cause for concern at the time,
23 that a review of the design documentation was not
24 provided for at this stage?

25 A. In respect of the envelope, no.

1 Q. In respect of any part of the project, did you have any
2 concerns about the scope of work at this stage that was
3 being proposed?

4 A. No.

5 Q. It's also stated on page 2 {TMO10003885/2}, the second
6 paragraph under stage D/E:

7 "The fire safety design would be documented in
8 a fire strategy report. This document would ultimately
9 be submitted to the building control authority in order
10 to achieve regulatory approval."

11 So do you agree that it was clearly envisaged that
12 the document that Exova produced at stage D/E would be
13 submitted to building control to get their approval on
14 the project?

15 A. Yes, I do, I agree.

16 Q. Then if we can move on to the proposal for RIBA stage F
17 on page 3 {TMO10003885/3}. So this is the stage for
18 production information to enable tenders to be obtained.
19 If we look at stage F, we can see that they've said, in
20 the first bullet on page 3, that, again, they will
21 attend relevant fire safety meetings with the design
22 team and the appointed contractor to clarify the fire
23 safety strategies used throughout the development. Do
24 you see that?

25 A. Yes.

1 Q. Then in the second bullet they've put:

2 "Troubleshooting strategic fire safety issues that
3 are identified by the contractors."

4 Do you see that?

5 A. Yes.

6 Q. What sort of assistance did you envisage Exova would
7 provide to the design team and the appointed contractor
8 at this stage?

9 A. At this stage, stage F, or stage C, when --

10 Q. Yeah, no, at stage F. What input did you envisage Exova
11 would be having at stage F based on this fee proposal?

12 A. I expected it would be the query and consult --
13 available for consultation to answer any questions.

14 Q. As and when required?

15 A. Yeah, by the team.

16 Q. Was the fee proposal in line with your previous
17 experience of using fire safety engineers?

18 A. I'm not sure. I didn't compare.

19 Q. What previous experience did you have of working with
20 fire safety engineers on projects?

21 (Pause)

22 A. I think all the large schools that we were involved in,
23 some of which I was not full-time or involved in
24 significant detail, but they would have all had fire
25 consultants, so I'm -- the ones I'm thinking of are, if

1 I can name them, but going back to the beginning of my
2 time at Studio E, the Bermondsey Academy, Ark Academy,
3 Skinners' Academy, these all had fire strategies,
4 fire safety strategies.

5 Q. Was that involving Exova as well or other fire
6 consultants?

7 A. Bermondsey may have involved Exova, I'm not sure.

8 Q. Okay.

9 If we can turn up now {SEA00004242}, at the very
10 bottom of this first page is the email from
11 Margaret Treanor, who I think is a member of the admin
12 staff in Exova, to you with the fee proposal.

13 If you go over on to the top {SEA00004242/2}, you
14 say:

15 "Please find attached Terry Ashton's fee proposal
16 for the provision of fire engineering consultancy
17 services on the above project."

18 Do you see that?

19 A. Yes.

20 Q. "... sent by email only ...

21 "It is hoped the attached ... meets your
22 requirements."

23 If we move back to page 1 {SEA/00004242/1}, at the
24 top we can see your response on 21 May, this is 11 days
25 later, at 9.53. You say:

1 "Thank you for your fee proposal. As per Mark's
 2 email of 4 May, the Grenfell project is proceeding and
 3 we need your Stage C input to establish the feasibility
 4 of the proposals, attached."
 5 "We will have a meeting tomorrow which is short
 6 notice but it would be useful for one of you to be there
 7 to provide some feedback."
 8 Do you see that?
 9 A. Yeah.
 10 Q. Did you ever provide Exova with any substantive response
 11 to the fee proposal? Any comments on the fee proposal,
 12 any ...?
 13 A. I can't recall doing so. I don't think there's any
 14 record.
 15 Q. Did you yourself undertake any kind of analysis of the
 16 fee proposal, about what it included, what it might not
 17 have included, whether that was going to be sufficient
 18 for the requirements on the project?
 19 A. I obviously don't have a record of reviewing it. I'm --
 20 I know I've passed it straight on to the client, but
 21 I believe I would have looked at it, at least to be sure
 22 that it covered what I was -- was more or less in line
 23 with what I was expecting. Certainly I wouldn't have
 24 scrutinised it as you are right now.
 25 Q. Did you think it was someone else's job to comment on

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1 the fee proposal? You say you forwarded it to the
 2 client. Did you think that somebody else ought to
 3 comment on it?
 4 A. No, I -- no, I think the client would be the client. We
 5 wouldn't be appointing Exova as a subconsultant. I was
 6 passing it on to the client.
 7 Q. We can see that you forwarded the fee proposal to
 8 Artelia/Appleyards. You did that on 11 June. Can we
 9 just quickly look at that. That's {SEA00004542}. We
 10 can see there "Alun", and we see in the second
 11 paragraph:
 12 "I am attaching the information we received from
 13 Exova, the fire specialist. I have not yet told them
 14 that they will be working direct to the TMO."
 15 Do you see that?
 16 A. Yeah.
 17 Q. So that's the fee proposal. So that goes on 11 June.
 18 That's over a month after the fee proposal's been
 19 received on 9 May. Do you remember why there might have
 20 been a delay?
 21 A. No.
 22 Q. Can you explain why it was that Studio E, that you
 23 sought and received the fee proposal rather than Artelia
 24 as employer's agent and CDM co-ordinator?
 25 A. I think I had agreed to do it or had been asked to do it

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1 on behalf -- because we had suggested Exova, who we were
 2 working with on KALC.
 3 Q. Who asked you to do it, do you recall?
 4 A. I don't recall, but it would have been the client,
 5 I think.
 6 Q. Yes.
 7 A. Yes.
 8 Q. Can we now look at {SEA00004708}. This is an email from
 9 Mr Dawson of Appleyards, then Artelia, to you dated
 10 18 June 2012 in response to you forwarding Exova's fee
 11 proposal. We can see in that short email that he
 12 queries -- he says:
 13 "Is there a particular urgency to get this one
 14 formalised ...?"
 15 Do you see that?
 16 A. Yeah.
 17 Q. Can you recall whether you responded to that email?
 18 A. I obviously can't recall in detail, it's so long ago,
 19 but I would assume that I would have. Perhaps by call
 20 rather than by email.
 21 Q. If you had responded, wouldn't the answer have been
 22 emphatically yes, given that there was no fire strategy
 23 for the refurbishment project at that time?
 24 A. Yeah. Yes. But I ... I cannot remember the exact
 25 circumstances of this conversation, but I do not recall

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1 them being held up by the agreement.
 2 Q. If we can just look at your witness statement for
 3 a moment, {SEA00014273/37}. You say at paragraph 78 --
 4 if we go into page 38 {SEA0001423/38}, at the very end
 5 of that paragraph, you're dealing with Exova. Five
 6 lines up, there is a sentence beginning:
 7 "I understand, because I was copied into an email,
 8 that six months later Exova was still not sure whether
 9 this fee proposal had been accepted by KCTMO, although
 10 they had been working on the Project since May 2012 and
 11 James Lee (Exova) may have visited site on 29 May 2012."
 12 Do you see that?
 13 A. Yes.
 14 Q. Can we turn, in the context of that, to {SEA00000074}
 15 and look at the second email in the chain, down at the
 16 bottom of page 1.
 17 So this is an email from Alun Dawson back to you on
 18 18 July 2012, and he says in the first paragraph:
 19 "I just wanted to drop you a short note, to confirm
 20 that the Client has now confirmed your proposed fee is
 21 approved - to which end we would now ask that you engage
 22 with Bruce @ Studio E, in respect of the above project
 23 forthwith."
 24 Do you see that? Sorry, it's an email from
 25 Alun Dawson to Terry Ashton, copying you in. Do you see

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1 that?
 2 A. Yes.
 3 Q. So Mr Dawson is telling Mr Ashton that the fees are
 4 approved. Do you see that?
 5 A. Yes.
 6 Q. Do you accept that, in practice, Studio E had taken on
 7 the responsibility of liaising with Exova and procuring
 8 the fire strategy?
 9 A. Sorry, taken on?
 10 Q. Yes. By seeking a fee proposal from them, you had
 11 effectively taken on responsibility of liaising with
 12 Exova and procuring a fire strategy. Do you accept that
 13 the day-to-day liaison about it was with you, Studio E?
 14 (Pause)
 15 A. Given that we weren't appointing Exova directly, I think
 16 that the way you have expressed it takes it a bit far,
 17 but I do agree that we were the ones liaising as lead
 18 designer most directly with Exova.
 19 Q. That's fair.
 20 Did you understand that the TMO and the rest of the
 21 design team were relying on Studio E to ensure that the
 22 scope of Exova's work was undertaken?
 23 A. Yes, I think -- well, I think all consultants would be
 24 expected to comment on any deficiencies that they
 25 perceived or could see, so certainly, as I mentioned,

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1 Studio E as lead designer were most regularly in contact
 2 with Exova.
 3 Q. Okay. Yes.
 4 Can we go back to {SEA00004242} and your email to
 5 Mr Ashton of 21 May 2012. We can see there in the first
 6 paragraph that you ask Mr Ashton for stage C input; do
 7 you see that?
 8 A. Yes.
 9 Q. "... to establish the feasibility of the proposals."
 10 Can you just be clear what you meant by "Stage C
 11 input to establish the feasibility of the proposals"?
 12 (Pause)
 13 A. I can't recall if this was before or after you -- they
 14 sent their quote, I think it's before.
 15 Q. I think it's after.
 16 A. Is it after?
 17 Q. The quote was 9 May 2012.
 18 A. So I guess I'm chasing Terry for the first ... the first
 19 input from them on the drawings.
 20 Q. Yes.
 21 Were you anticipating referring to or using Exova's
 22 stage C input in your own stage C report?
 23 A. Erm ... I think my expectation in preparing a report is
 24 that you reach a point with the consultants where
 25 you've ... you have a design, a proposal that you think

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1 reaches stage C, and each consultant prepares his
 2 information on that basis.
 3 In the case of fire, I would expect there to be
 4 a much closer integration between the stage C input and
 5 the architectural input -- the architectural drawings,
 6 if that makes sense. So when you say stage C input,
 7 I would expect the stage C input in terms of fire to be
 8 integrated.
 9 Q. Does that mean integrated in your own stage C report
 10 that you would produce?
 11 A. Into the report, but also, as it were, integrated into
 12 the design.
 13 Q. Into the design work at stage C?
 14 A. Yes, which I wouldn't necessarily expect of other
 15 consultants.
 16 Q. Yes.
 17 Can we look at Mr Ashton's response to this request
 18 for stage C input. If we turn to {SEA00000020}. This
 19 is Mr Ashton's response the following day, on 22 May.
 20 Can you just read that. Are you familiar with this?
 21 Have you looked at it recently?
 22 A. No.
 23 Q. Have a read of this. So Terry Ashton is providing you
 24 with his initial comments on your proposals. Do you see
 25 that? Sorry, have a read.

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1 (Pause)
 2 A. It's quite difficult to interpret what he's discussing
 3 there.
 4 Q. Yes. Let's see what you say about it, because that's
 5 consistent with what you said contemporaneously.
 6 If we now look at {EXO00000685}, I want to look at
 7 the second email on that page at the bottom, second half
 8 of that page.
 9 You reply to Mr Ashton on 22 May, and you say:
 10 "Thank you but I don't follow. I obviously know the
 11 building quite well now. The attached pictures might
 12 help."
 13 Then you say:
 14 "Mark Anderson would like to hold a design team
 15 meeting for Thursday. I do not think it is essential
 16 you are there but I think it is important we get a more
 17 detailed appraisal of any issues."
 18 Do you see that?
 19 A. Yeah.
 20 Q. Then you say:
 21 "A site visit is probably essential ..."
 22 A. Yeah.
 23 Q. So it's clear, isn't it, I think, from your response,
 24 that you're not really following the advice he's given?
 25 Can you explain why? What was in your mind?

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1 A. What was in my mind?
 2 Q. If you can remember.
 3 A. I think if you put the drawings that I had sent him and
 4 his comments side by side, you could possibly go through
 5 each point, but it is quite tricky, or difficult to
 6 follow.
 7 Q. Yes. When you asked for stage C input, is that the kind
 8 of thing you had expected to receive from Exova?
 9 A. No, I would expect more than that. That was just
 10 obviously his off-the-cuff -- relatively off-the-cuff
 11 input.
 12 Q. Yes. Is that why you have said in this email "I think
 13 it's important we get a more detailed appraisal of any
 14 issues"? Do you see that?
 15 A. Yes.
 16 Q. Then if we can move to the top of the chain at page 1,
 17 we see a response from Mr Ashton, and he says:
 18 "Bruce
 19 "I can't look at the building this week due to other
 20 commitments and I'm afraid that, on their own, the
 21 photos don't help. It would be better to visit the
 22 building before giving you the necessary advice."
 23 Do you see that?
 24 A. Yeah.
 25 Q. Do you know whether Mr Ashton ever did undertake a site

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1 visit to Grenfell Tower at any stage of the project?
 2 A. I don't, no.
 3 Q. You don't know or you don't recall him making a site
 4 visit?
 5 A. Well, I correct myself. I think he did, but I would
 6 have to check. I think there was a meeting which
 7 I didn't attend on site with Leadbitter/Bouygues.
 8 I think he and Adrian attended.
 9 Q. Right.
 10 A. So that is effectively site.
 11 Q. Yes. Was that in November 2012, kind of to discuss
 12 building control issues? We may come to that later.
 13 A. It could be.
 14 Q. Yes.
 15 A. Yeah.
 16 Q. We know that Mr Lee of Exova, James Lee of Exova,
 17 undertook a site visit on 29 May 2012. Then we know
 18 that on 30 May 2012, Exova provided some marked up
 19 drawings of the plans that you had sent previously. Can
 20 we just look at these. These are {SEA00004324}.
 21 Now, we don't need to spend too long on these, but
 22 if we just go through them. There's four pages, so if
 23 we just flick through them. What I want you to confirm
 24 is that there is no commentary provided here in respect
 25 of the proposal to overclad the building, is there?

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1 A. No.
 2 Q. Now, given your concerns about Exova's performance in
 3 respect of the KALC project and the concerns you had
 4 raised with them about their commitment on 24 April, why
 5 did you not insist on more detailed advice at this
 6 stage?
 7 A. This was a very early stage. This wasn't short of what
 8 I might have expected.
 9 Q. So you weren't concerned about the level of input you
 10 were getting from Exova at this stage?
 11 A. No, I ... no.
 12 Q. So then moving forward, there is a design team meeting
 13 on 25 June, and at that time -- I think, just for the
 14 transcript, it's {SEA00004864} -- it was noted that
 15 there was no existing fire strategy for the current
 16 building and that Exova would need to prepare one as
 17 part of the upgrade works, and it said Studio E were to
 18 chase Exova. Do you recall that happening?
 19 A. I think I do, yeah.
 20 Q. If we can turn to {SEA00004860}, we can see in an email
 21 from you to James Lee -- this is an email from you to
 22 James Lee dated 3 July -- that you chase Exova for the
 23 existing fire safety strategy at this point. Do you see
 24 that?
 25 A. Yes.

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1 Q. "Are you any closer to preparing a fire strategy for
 2 Grenfell Tower as existing (proposal attached ...):"
 3 You had had a separate proposal, hadn't you, in
 4 relation to a fire strategy for the existing building?
 5 A. Yes.
 6 Q. But there is no additional demand in this email for
 7 progress in relation to the fire strategy for the
 8 refurbishment. Why did you not ask for an update on
 9 that, given there had been no progress on that by this
 10 stage?
 11 A. I'm afraid I can't remember the circumstances.
 12 Q. Okay. Can we turn to {SEA00005254}. These are the
 13 minutes for the project meeting on 18 July 2012.
 14 If you look at the final item on page 4
 15 {SEA00005254/4} under "Previous actions", can you see
 16 there there's a round-up of previous actions, and it
 17 states at the end:
 18 "There is no existing fire strategy for the
 19 building. Exova to proceed."
 20 Do you see that?
 21 A. Yes.
 22 Q. So that action hadn't changed from the previous meeting.
 23 Do you accept, given the criticality of the fire
 24 strategy to the design of the refurbishment, that higher
 25 priority should have been given to that at this stage?

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1 A. Erm ...
 2 Q. So this is July 2012.
 3 (Pause)
 4 A. We have given it high priority. It's not just -- it's
 5 not the bottom of the list, out of any sequence of
 6 priority.
 7 Q. But that's about the existing fire strategy for the
 8 building.
 9 A. Yeah.
 10 Q. What about the refurbishment fire strategy?
 11 A. I ... I think the one needed to follow the other, maybe.
 12 I don't recall why -- I think we were expecting the one
 13 to follow the other.
 14 Q. Okay.
 15 We can see that the day before this meeting, if we
 16 go to {SEA00000035} --
 17 A. Sorry, to follow what I mean, I think they needed to do
 18 the existing before they could follow through --
 19 Q. I see. So it needed to follow that sequence?
 20 A. Yes, there needed to be a sequence.
 21 Q. Understood.
 22 We see, if we go to {SEA00000035}, this is an email
 23 from Mr James Lee to you dated 17 July 2012, and he
 24 makes it clear in this email that he's informing you:
 25 "... that I shall be leaving Exova Warringtonfire at

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1 the end of this week. After my departure, you will be
 2 left in the capable hands of Terry Ashton (cc'd into
 3 this email) who will take responsibility for my
 4 projects."
 5 Do you see that?
 6 A. Yes.
 7 Q. Given it had been Mr Lee who had visited the site on
 8 29 May, and I think you understood -- did you understand
 9 him to have been the one doing the refurbishment
 10 strategy prior to this?
 11 A. Yes, he had -- he had been the one to forward those
 12 earlier comments.
 13 Q. Did you consider that this, ie Mr Lee's departure, might
 14 have been the reason for the lack of progress by Exova
 15 at this point?
 16 A. No, I didn't.
 17 Q. Did you take any steps at this stage to bring Mr Ashton
 18 up to speed with the project?
 19 A. I can't obviously recall phone calls. If it's not in
 20 an email, I haven't got any evidence. But I know we
 21 did -- or I followed up with Exova hereafter.
 22 Q. Did you take any steps to satisfy yourself that the
 23 handover between Mr Lee and Mr Ashton had been adequate?
 24 A. Well, I wasn't -- I knew Terry had been our first point
 25 of contact. I wasn't clear on the hierarchy between

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1 them, but I didn't take any steps to query the handover,
 2 no.
 3 Q. Okay.
 4 Can we go a little bit forward in time to
 5 {SEA00005606}. These are minutes from a design team
 6 meeting of 26 July 2012. If we look in the list of
 7 people present, we can see, three people up, that
 8 Clare Barker of Exova is present. Do you see that?
 9 A. Yes.
 10 Q. If we go to page 2 of these meeting minutes
 11 {SEA00005606/2}, under "Architecture", at the end of the
 12 second paragraph, do you see it says there:
 13 "Proposal to clad over the columns at ground with
 14 in-situ high quality concrete finish."
 15 Do you see that?
 16 A. Yes.
 17 Q. It's the second sentence, sorry, after "Window samples"?
 18 A. Yes.
 19 Q. Then if we go over on to page 3 {SEA00005606/3} under
 20 "Services", do you see there in the third item down it
 21 says:
 22 "Co-ordination of cladding, heating and seasons
 23 critical. Input required from Leadbitter."
 24 Do you see that?
 25 A. Yes.

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1 Q. Then under "Contractor" on page 3 at the bottom there,
 2 we can see in the first paragraph it says:
 3 "Leadbitter have considered option of being able to
 4 complete overcladding before and independent of removal
 5 of existing windows."
 6 Do you see that?
 7 A. Yes.
 8 Q. Do you agree that clearly the proposal to overclad the
 9 building was made plain at this meeting which Ms Barker
 10 attended?
 11 A. Yes. I think that the proposal to overclad the building
 12 was plain to everyone --
 13 Q. Yes.
 14 A. -- throughout.
 15 Q. Yes. Then at page 4 {SEA00005606/4}, the final point
 16 under "Quantity surveyor", we see again the reference:
 17 "There is no existing fire strategy for the
 18 building. Exova to proceed."
 19 Do you see that?
 20 A. Yes.
 21 Q. Can we just pick up your witness statement at this
 22 point, {SEA00014273/51}. Can we look at paragraph 108
 23 in the middle of that page. You say there:
 24 "After the meeting, on 30 July 2012, I emailed Clare
 25 Barker of Exova and thanked her for attending the

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1 meeting. I said that I didn't expect to need another
 2 meeting with Exova before submitting to Planning, and
 3 then possibly not again until we entered negotiations
 4 with Building Control. This email was prompted by my
 5 having pressed for Exova to attend. My recollection is
 6 that Clare was covering for others and had had to travel
 7 some distance and had little to contribute for much of
 8 the meeting. Despite this I felt it was important Exova
 9 were represented given the importance of fire safety."

10 Do you see that?

11 A. Yes.

12 Q. Can you just explain why you didn't think that you
 13 needed another meeting with Exova before submitting to
 14 planning, given that the design had not been finalised
 15 and Exova hadn't produced anything in respect of the
 16 fire safety strategy for the refurbishment?

17 A. Sorry, why we wouldn't need another meeting?

18 Q. Yes.

19 A. I would -- I expected, provided they had understood the
 20 site and existing condition, that a -- it would be
 21 possible to do that over the phone or through
 22 correspondence by email.

23 Q. I see. So it was a face-to-face meeting that you didn't
 24 think was necessary?

25 A. Yes.

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1 Q. I see.
 2 Can we then turn to {SEA00005595/2}. I want to look
 3 at the second email down on page 2.

4 This is Ms Barker responding to you at 16.29 on
 5 30 July. I just want to focus on what she says in the
 6 third and fourth paragraphs. So she says:

7 "In terms of allocating resources to this project
 8 I am happy to work on the fire strategy for the existing
 9 Grenfell Tower from the Warrington office and will aim
 10 to get the report to you before the deadline of the 16th
 11 August.

12 "July and August are generally fairly quiet months
 13 for the fire engineering division as it is holiday time
 14 for a lot of people, however this year it seems to have
 15 gone a bit mad and we have had a number of large
 16 projects come in at once. As I mentioned at the meeting
 17 my colleague Terry Ashton will be back at work on the
 18 6th August so it may be better if he continued with the
 19 project during the RIBA C-E stages as I am on annual
 20 leave for the last two weeks in August."

21 Do you see that?

22 A. Yes.

23 Q. Just picking up on what we read first in that third
 24 paragraph, did it concern you that Exova were planning
 25 to work on the existing fire strategy from the

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1 Warrington office and not their London offices?

2 A. No. No.

3 Q. Can you explain why that wasn't concerning?

4 (Pause)

5 A. I didn't think a face-to-face contact was necessary, and
 6 I didn't think that I needed to -- I didn't think they
 7 needed to visit site frequently, so I couldn't see why
 8 it couldn't be done elsewhere. It didn't have to be
 9 London.

10 Q. When you say they didn't need to visit site frequently,
 11 is that because, in your view, the work of a fire
 12 engineer can be done without frequent visits to site?

13 A. I would expect so, yeah. They don't -- it's -- yeah,
 14 it's not a -- it's not that type of assessment.

15 Q. Okay.

16 Then we've seen in the fourth paragraph she's
 17 explained that July and August have, in her words, gone
 18 a bit mad and it may be better if Mr Ashton continues.

19 Were you concerned at this point that Exova may have
 20 been having resourcing difficulties in terms of
 21 delivering what you were expecting from them?

22 A. This is the email -- or the one below is the email
 23 that's referred to in the previous extract from my
 24 witness statement.

25 Q. Yes.

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1 A. And I say I do recall pressing for attendance and
 2 I spoke to a few people. It may have been at this
 3 point, but I think at some point Terry was off ill, but
 4 I can't remember if this was now or earlier.

5 MS GRANGE: Yes. Let's go to the top of the chain on page 1
 6 {SEA00005595/1}.

7 Mr Chairman, if I can just finish this line of
 8 questioning, it really won't take long.

9 SIR MARTIN MOORE-BICK: Another two minutes?

10 MS GRANGE: Two minutes.

11 SIR MARTIN MOORE-BICK: Okay.

12 MS GRANGE: There you respond to Ms Barker on 7 August 2012,
 13 and then you say:

14 "Apologies for not responding sooner. I have been
 15 distracted but I couldn't understand where you got the
 16 16 August deadline. This is the Planning deadline. Any
 17 impact the fire strategy has on the overall scheme needs
 18 to be understood sooner than this. Ideal we should be
 19 submitting a Stage C type document to the client for the
 20 end of this week, or next week."

21 Then you say:

22 "It would be enough to know that you have reviewed
 23 the scheme and have no significant comments/reservations
 24 to make, and the strategy for fire safety is
 25 achievable ..."

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1 Then read this :
 2 "... and any implications on the layout and external
 3 works is understood by the rest of the design team."
 4 Do you see that?
 5 A. Yeah.
 6 Q. So is it right that at this point you're being clear
 7 with Exova that you're looking to understand any
 8 implications of the external works on the fire safety
 9 strategy?
 10 A. Yes, but external works is usually a term applied to
 11 landscape.
 12 Q. The landscaping?
 13 A. Yeah.
 14 Q. I see.
 15 A. Usually external works applies to landscaping.
 16 Q. Would what you have said there, "any implications on the
 17 layout and external works is understood by the rest of
 18 the design team", would that include the overcladding?
 19 A. If it were to have any implications, yes. I think
 20 that ... that's the purpose of a fire strategy, to alert
 21 us to any concerns.
 22 Q. Okay.
 23 A. I mean, my clarification of the external works there,
 24 I'm not sure Clare would follow that. That's a term
 25 that perhaps a contractor is more familiar with than

1 (4.33 pm)
 2 (The hearing adjourned until 10 am on Wednesday,
 3 4 March 2020)

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1 a fire consultant. But external works usually is
 2 landscaping.
 3 MS GRANGE: I see, yes. Okay.
 4 We can pause there.
 5 SIR MARTIN MOORE-BICK: Is that a convenient point?
 6 MS GRANGE: It is a convenient point, thank you.
 7 SIR MARTIN MOORE-BICK: Yes, all right, thank you.
 8 Well, you have a few more questions, I take it, for
 9 this witness?
 10 MS GRANGE: I have, I am afraid, but we're making decent
 11 progress.
 12 SIR MARTIN MOORE-BICK: Good.
 13 Well, Mr Sounes, we're going to call a halt there
 14 for today. It's been a long enough for you, I'm sure,
 15 and for everyone else too, but I am going to have to ask
 16 you to come back for some more questions tomorrow.
 17 Sorry about that, but there is a lot of ground to cover.
 18 So over the adjournment, please remember not to
 19 discuss your evidence or really anything to do with it
 20 with anyone else. We will resume at 10 o'clock
 21 tomorrow, please. All right?
 22 If you would like to go with the usher, she will
 23 look after you.
 24 (Pause)
 25 Right, 10 o'clock tomorrow, please. Thank you.

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