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Wednesday, 27 February 2013

(10.00 am)

THE CORONER: Thank you. Good morning, everybody. Points to raise before we ask the jurors to come in? Thank you. In that case, can we ask the jurors to come in.

(In the presence of the Jury)

THE CORONER: Yes, members of the jury, good morning. We're going to have evidence today from Mr Cousins from Apollo Property Services. Yes. Are you in court, Mr Cousins? Please, would you like to come forward. Thank you.

JAMES COUSINS (sworn)

THE CORONER: Mr Cousins, thank you very much. Do sit down. Please help yourself to a glass of water. The sound in this room isn't always very easy, so please if you could make sure that you speak close to the microphones, that will help. If you direct your answers across the room towards members of the jury who are sitting opposite you, that will help them to hear your evidence and also help you to stay close to the microphones.

Mr Maxwell-Scott, who is standing, is going to ask questions initially on my behalf, and then there will be questions from others. We'll have a break after about an hour and a half or so, at a convenient time. Thank you.

1 Questions by MR MAXWELL-SCOTT

2 MR MAXWELL-SCOTT: Good morning, Mr Cousins. Can you give  
3 the court your full name please?

4 A. James Edward Cousins.

5 Q. I think it's right that you are a senior quantity  
6 surveyor employed by Apollo Property Services?

7 A. Correct.

8 Q. Can you tell us briefly your qualifications please?

9 A. I have a degree in quantity surveying, BSc, HNC.

10 Q. It may assist if I ask you to have a look at a CV that  
11 was prepared for you. That is at page 4296 in

12 bundle 11. Mr Clark will get it for you. (Handed)

13 I don't know if you've seen this recently?

14 A. No, I don't recall seeing it.

15 Q. If we look at it briefly together. It's just one page.

16 It describes you as a manager/quantity surveyor. It

17 says you've been employed as a quantity surveyor/manager

18 since July 2004.

19 THE CORONER: Sorry, Mr Maxwell-Scott, do you think you

20 could bring it up a little bit bigger on the screen for

21 the jurors. Thank you.

22 MR MAXWELL-SCOTT: Did you join the Apollo group

23 in July 2004.

24 A. It says June, doesn't it? Sorry, July, yeah, sorry.

25 Q. Had you been working as a quantity surveyor before that?

1 A. Correct.

2 Q. Then it says here that you worked on several projects  
3 within social housing.

4 A. Correct.

5 Q. So the Lakanal House project wasn't the first of that  
6 nature that you worked on?

7 A. Correct.

8 Q. We see in the second paragraph there that you worked  
9 with the London Borough of Southwark before; is that  
10 right?

11 A. Correct.

12 Q. Prior to joining Apollo, you had previously been  
13 employed as a managing surveyor?

14 A. Correct.

15 Q. You're the first witness who's giving evidence from  
16 Apollo. Are you able to assist the jury with a very  
17 brief explanation of who Apollo are and how they would  
18 fit into a contract like the Lakanal House contract?

19 A. Apollo are a main contractor, so we would tender for  
20 projects like this with various clients, local  
21 authorities, for this type of work. There's -- we  
22 probably turn over £200 million and there would probably  
23 be about seven or eight main contractors tendering for  
24 these type of works at any one time.

25 Q. To what extent, ordinarily, would Apollo employees

1 physically carry out the work and to what extent would  
2 they subcontract it to others?

3 A. We would probably subcontract it to specialists of about  
4 85 to 90 per cent of the work, and the other 10 per cent  
5 we would do it ourselves.

6 Q. Is it right that Apollo had worked with the  
7 London Borough of Southwark on many occasions before the  
8 Lakanal House project?

9 A. Correct.

10 Q. I'm going to be asking you primarily about events in  
11 2006, which is, of course, seven years ago. You have  
12 prepared two witness statements, and I'll just identify  
13 those briefly with you. If we look in the statements  
14 bundle firstly at page 607 in volume 2. (Handed)  
15 There's a statement there dated 1 December 2009. Do you  
16 identify that as your first statement?

17 A. Correct.

18 Q. Then if you turn on four pages to 611, there's  
19 a statement there dated 12 August 2010. Do you identify  
20 that as your second statement?

21 A. Correct.

22 Q. Of course, it's no criticism of you whatsoever but those  
23 statements themselves, as we can see, were taken some  
24 three years after the events that we're going to be  
25 focussing on today, so I wanted to ask you firstly to

1 help us to understand a little bit about the  
2 circumstances in which those statements were taken, and  
3 in particular the extent to which you had access to  
4 documents to refresh your memory when preparing those  
5 statements.

6 A. Okay.

7 Q. If we look at the first statement, which was 607, the  
8 final page of it, 610, indicates that you handed to the  
9 police on the day that the statement was taken  
10 a document containing some emails?

11 A. Correct.

12 Q. Having helped you by refreshing your memory in that way,  
13 can you help us with whether you had any other documents  
14 available to you when you were asked in December 2009 to  
15 try and recall the events of 2006 and 2007?

16 A. The only documents I had with me is going back to my  
17 previous emails that I probably searched the night  
18 before this -- this kind of conversation I had.

19 Q. In the course of the interview with the police that led  
20 to that first statement being taken, to what extent did  
21 they show you documents?

22 A. Nothing.

23 Q. So it follows from that, I think, that you hadn't looked  
24 back at the contractual documents before going for the  
25 interview?

1 A. Not at all.

2 Q. And you weren't shown them in the course of the  
3 interview?

4 A. Not at all.

5 Q. Although you were asked about them?

6 A. Yeah, correct.

7 Q. Thank you. Then if we do the same exercise in relation  
8 to your second statement. You gave that in August 2010.  
9 What documents did you have access to in preparation for  
10 going to give that second statement?

11 A. None.

12 Q. When you went to give your second statement, let me ask  
13 you firstly this: did you have, or were you given access  
14 to, a copy of your first statement?

15 A. No.

16 Q. In the course of the interview with the police that led  
17 to the second statement being taken, did they show you  
18 any documents?

19 A. I think they showed me a -- a page -- I think they  
20 showed me a page that we said we'd refer to that was at  
21 the back of my statement, but one page only.

22 Q. Was that one page from the contractual documents?

23 A. Yes, yeah.

24 Q. I'll ask you about that later. Other than that one page  
25 from hundreds of pages of contract documents, they asked

1           you questions and you gave a statement, but you did so  
2           without access to the documents; is that right?

3    A.   Correct.

4    Q.   What I'd like to do next is just to assist the jury by  
5           asking you some questions about the chronology of the  
6           project in outline and something about how you fitted  
7           into it and some of your colleagues from Apollo fitted  
8           into it.  Firstly, I think it's right -- I can show you  
9           the documents if necessary -- that Apollo started work  
10          on site in March 2006, to be precise on 20 March 2006?

11   A.   Correct.

12   Q.   The works were wide-ranging.  They included the  
13          installation of new windows and doors to all 98 flats?

14   A.   Correct.

15   Q.   They included some asbestos removal works?

16   A.   Correct.

17   Q.   And they included some rewiring of flats?

18   A.   All the properties except leaseholders were rewired,  
19          yeah.

20   Q.   And there were only a handful of leasehold properties,  
21          weren't there?

22   A.   I think ten/15.

23   Q.   So all the other flats that were non-leasehold were  
24          rewired, and is it right there was also some rewiring  
25          work in the communal areas?

1 A. New lateral mains that fed into the properties; correct.

2 THE CORONER: Sorry, just so that the jurors understand,  
3 when you're talking about leaseholders as an exception,  
4 the rest of the flats were those owned by the  
5 London Borough of Southwark?

6 A. Yes.

7 THE CORONER: Yes.

8 MR MAXWELL-SCOTT: So a small number of flats had perhaps  
9 been purchased under right-to-buy schemes?

10 A. Correct.

11 Q. And occupants of those were leaseholders, but the vast  
12 majority of the flats were owned by the London Borough  
13 of Southwark?

14 A. Correct.

15 Q. You were just mentioning the electrical works, which  
16 I might come back to later, but just so we understand in  
17 outline, you mentioned in the communal areas the  
18 installation of lateral mains. Is that work that  
19 required recabbling in the space above the suspended  
20 ceiling in the corridors?

21 A. It means running a new cable in that -- in that void.

22 Q. That's where they would run it, in that cavity or vault  
23 above the suspended ceiling?

24 A. Correct.

25 Q. There was also repainting of communal areas?



1 A. Yes, correct.

2 Q. And a range of other works which I don't think we need  
3 to touch upon.

4 As part of that project, one thing that occurred in  
5 the course of it was that a pilot flat was fitted out  
6 for residents to have a look at?

7 A. Correct.

8 Q. Then we have in our papers a certificate of completion  
9 certifying that the works were complete as on  
10 25 May 2007.

11 A. Correct.

12 Q. Therefore meaning that Apollo were on site, carrying out  
13 the works as the contractor for approximately 14 months?

14 A. Correct.

15 Q. Let me ask you then: what was your role during that  
16 period of 14 months or so when Apollo were on site?

17 A. My role was the surveyor and liaison between client,  
18 consultants and subcontractors.

19 Q. How often would you have been physically present on  
20 site?

21 A. Initially, probably once a week. As the work was  
22 undertaken and it was running smoothly, perhaps once  
23 every two/three weeks.

24 Q. I've asked you that question about on site. I imagine  
25 that there would have been some form of site office on

1 the Sceaux Gardens estate run by Apollo; is that right?

2 A. Correct.

3 Q. So in terms of time on site, how much of it would you  
4 have spent in the site office and how much of it would  
5 you have spent in the building itself?

6 A. I'd probably spend 70 per cent of the time in the site  
7 office because there would be a meeting room there where  
8 we were going to be discussing various aspects, and when  
9 I'm on site I always like to do a walk-about as well.

10 Q. How many other projects would you have been involved in  
11 at the same time for Apollo, personally?

12 A. On site, one or two more. At final account stage,  
13 another two or three.

14 Q. Is it right that during those 14 months when Apollo were  
15 on site you were the main contact point on the project  
16 as far as Southwark Building and Design Services were  
17 concerned?

18 A. From -- from procurement, yes, but day-to-day issues  
19 would be dealt with the site team. It depends what the  
20 scheme is, but yeah.

21 Q. So turning on then to perhaps more day-to-day issues,  
22 who else from Apollo was heavily involved in the  
23 project?

24 A. You would have a project manager that would be visiting  
25 two or three days a week called Joe Root. You would

1 have a site manager on site five days a week,  
2 Perry White. You would have a resident liaison officer  
3 on site five days a week, Barry Langridge. My line  
4 manager, Steve Scott, would be attending perhaps once  
5 a month. You would have a health and safety adviser  
6 visiting every two or three weeks as well, just to do  
7 audits and checks. Probably that's it from Apollo.

8 Q. Can you give us a flavour of what sort of issues would  
9 be regarded as falling within your remit and your role  
10 rather than people like Joe Root or Perry White or Barry  
11 Langridge?

12 A. My issues would be to deal with procurement, to do with  
13 costs --

14 Q. Just pausing there, can you explain very briefly what  
15 you mean by "procurement"?

16 A. Procurement, getting -- arranging for the right  
17 specialist subcontractors and the right materials to be  
18 on site.

19 Q. Then you were going on to talk about costings?

20 A. Costings, making -- giving some financial costings to  
21 clients, as in spend updates, cash flows. Joe Root's  
22 side of it was dealing with any resident issues, any  
23 kind of detail of finishing that the clerk of works  
24 might pick up.

25 Q. And Perry White?

1 A. Joe Root and Perry White would be supporting each other,  
2 to be honest, so Perry White would be very much the  
3 same. It depends on the technical aspect as to whether  
4 Joe Root was required.

5 Q. If I might then summarise with you in broad terms what  
6 Apollo's involvement would have been in the project  
7 before they came on site in March 2006. Is it right  
8 that the London Borough of Southwark would have put the  
9 project out to tender, in other words inviting main  
10 contractors like Apollo to bid to be the contractor  
11 who's given the work?

12 A. Correct.

13 Q. Apollo would have been one of a number of similar  
14 companies sent what are called pre-tender documents?

15 A. I'd call them tender documents. Pre-tender would  
16 before -- would before a main contractor would be  
17 involved.

18 Q. Okay. And the tender documents would have included some  
19 specifications for the works that it was proposed to  
20 carry out; is that right?

21 A. Tender documents would include bill of quantities, full  
22 specification and drawings.

23 Q. Yes. Then Apollo would complete the bill of quantities,  
24 pricing up what they were going to charge for the  
25 project as a whole and put in a quotation?

1 A. A tender, yes, correct.

2 Q. There would then be a pre-contract meeting which, on the  
3 Lakanal House project, happened on 13 February 2006 and  
4 which you attended?

5 A. Correct.

6 Q. So having covered that background summary, when did you  
7 first become involved in that sequence of events? What  
8 was your involvement before the pre-contract meeting  
9 in February 2006?

10 A. I would have -- I would have probably been aware of the  
11 job perhaps a week before that pre-contract meeting.  
12 Obviously the estimating department would put the tender  
13 in. Shall we say -- I'm operational, so I'm to do with  
14 live jobs, so I would probably have first been aware of  
15 that job a week before the pre-contract meeting.

16 Q. The tender documentation would have run to several  
17 hundred pages, so if I ask you it in this way: what  
18 preparations would you have done in the week or so  
19 before the pre-contract meeting to bring yourself up to  
20 speed on the project?

21 A. It -- it depends on the -- how quick the pre-contract  
22 meeting was. I might have had a tender handover meeting  
23 prior to that. It depends how quickly a client wants to  
24 get the job to site. Sometimes I will turn up to  
25 a pre-contract meeting not having the tender handover

1 meeting. Ideally I'd have liked a tender handover  
2 meeting. However, if there wasn't a tender handover  
3 meeting, my line manager Steve Scott would have been  
4 aware of kind of what the job was. He would have been  
5 at the estimating department as well, so he -- I don't  
6 know when the tender handover meeting was. It's in the  
7 file somewhere, isn't it, what -- what event happened  
8 first, but my -- I would go along there knowing what the  
9 programme was, what the rough scope of work was, and  
10 really what the team is to put it together.

11 Q. The tender handover meeting you talked about, is that  
12 something that's internal to Apollo?

13 A. Yes, yes. It's basically a handover from an estimating  
14 department to an operations department. "Here's the  
15 job, here's what it's about, here's the prices."

16 Q. I'm going to show you next, in the interests of telling  
17 the story in completeness, some of the documents that  
18 related to the windows and doors aspect of the project  
19 at tender stage. I appreciate that whilst Apollo would  
20 have seen them, it may be that you yourself would not  
21 have seen them before the pre-contract meeting. If we  
22 look first at page 1283, which is in bundle 4. (Handed)

23 What we are looking at here is a letter with  
24 attachments from Apollo to Symphony  
25 Windows, August 2005. Apollo say that they are

1 currently tendering for the project and they would be  
2 pleased to receive Symphony Windows' most competitive  
3 quotation. Various documents were attached to that. If  
4 we see 1288. I can just indicate to you that that is  
5 a document that would have been taken by Apollo from the  
6 tender documents supplied to it by the London Borough of  
7 Southwark.

8 Then if we look at 1291, that again is a document  
9 that Apollo would have taken out of the Southwark tender  
10 documents and sent on to Symphony Windows. Then if we  
11 go to 1306. If you just leaf through those up to 1314,  
12 those are all documents that come out of the tender  
13 documents supplied by Southwark to Apollo. Then if I  
14 take you back to 1297, that's the front sheet of the  
15 performance specification for the provision of aluminium  
16 windows and doors which we know was originally prepared  
17 by SAPA. In fact, if one looks towards the end of that  
18 on 1304 at the bottom, one can see that it is a SAPA  
19 document.

20 So as I understand it, what would have happened is  
21 that someone at Apollo would have taken out of the  
22 tender documents, which covered a whole range of aspects  
23 of the project, those that might be relevant to the  
24 windows and doors and then sent them to potential  
25 subcontractors who might want to bid to carry out the

1 windows and doors elements of the project. Does that  
2 sound right?

3 A. Correct.

4 Q. It follows, I think, from what you have told us that you  
5 wouldn't have been involved at all at this stage of  
6 asking Symphony Windows and others to bid to carry out  
7 this part of the works?

8 A. Correct.

9 Q. Can you help us with how it would work within Apollo,  
10 and in particular to what extent those types of  
11 documents would be reviewed within Apollo?

12 A. What, generally?

13 Q. Yes.

14 A. The estimators would take a tender. They would break it  
15 up into the specialist parts, specialist supply chain  
16 and our own direct labour. They would send it out to  
17 various specialist suppliers, specialist subcontractors,  
18 and when all the information came back, they would  
19 qualify it, go through all the details and assemble  
20 a competitive price back to the client or consultant  
21 services.

22 Q. I understand from your answer that people would have  
23 worked out which bits of the project could be subdivided  
24 so that they might be relevant to a particular field of  
25 subcontractor, and then would work on the costing side



1 of it, but to what extent would Apollo review the  
2 documents, for example, to see who was responsible for  
3 carrying out any designs and whether the documents  
4 themselves were internally consistent?

5 A. The estimating -- the estimating team and manager would  
6 have gone through the contract documents.

7 Q. Would you yourself have looked at documents like that  
8 before going to the pre-contract meeting?

9 A. It depends -- it depends when the estimating handover  
10 meeting was, sorry. Possibly, but not -- not often, to  
11 be honest.

12 Q. Would it be fair to say that seven or eight years on you  
13 can't remember one way or the other whether you did on  
14 this project?

15 A. Correct.

16 Q. What I'll do, in that case, is to take you to the  
17 pre-contract meeting. We can see the minutes of that at  
18 page 1446 in file 4. Just before I ask you about them  
19 in detail, have you had an opportunity to look at these  
20 recently?

21 A. No.

22 Q. Okay. Can you help us firstly with who wrote the  
23 minutes?

24 A. I'm presuming it's -- I'm going to guess it's somebody  
25 from SBDS. They were probably chairing that meeting, so

1           it's -- it's either going to be Annabel Sidney or  
2           John Menlove who would put these minutes together.

3    Q.    It's not you and it's not Apollo?

4    A.    Not Apollo, no.

5    Q.    Would you have been sent copies of the minutes after the  
6           meeting?

7    A.    Yes.

8    Q.    Would it have been your practice to read them?

9    A.    Yes.

10   Q.    If we look on page 1446, in the middle of the page, we  
11        see:

12                "Purpose of meeting: to introduce the parties  
13                concerned with the proposed contract and to present the  
14                lines of communication."

15                Then above that, we see attendance. There are two  
16                people from the Camberwell area office, who are, in  
17                effect, the client; is that right?

18   A.    Correct.

19   Q.    Then four people from SBDS, and then from Apollo there's  
20        Steve Scott, divisional director. Was he your line  
21        manager?

22   A.    Correct.

23   Q.    Then you are described as contracts manager?

24   A.    Correct.

25   Q.    If we look at the bottom of that page, we have contract

1 details:

2 "The CPM ..."

3 That's Annabel Sidney; that's right, isn't it?

4 A. Yes, correct, sorry.

5 Q. "... gave a brief outline of the scope of works. All

6 works are to be in accordance with the tendered

7 specification."

8 Then at the bottom of the page:

9 "Form of contract and contract execution: GC/works/1

10 with quantities (1998) executed as amended by Southwark

11 Council."

12 Just pausing there, would that have meant anything

13 to you?

14 A. That's the form of contract that SBDS and Southwark tend

15 to use on these types of contracts.

16 Q. The reference to "as amended by Southwark Council"

17 indicates, doesn't it, that Southwark has its own

18 amendments that they make to a more widely used industry

19 standard contract; is that right?

20 A. Correct.

21 Q. Had you worked on Southwark projects before that used

22 the GC/works/1 with quantities standard form with

23 Southwark amendments?

24 A. Correct.

25 Q. Then if we turn over, at the top of the next page we can

1 see the contract sum, approximately £2.8 million, and  
2 then at the top of 1448, we see that the contracts  
3 manager -- that's you -- "will be responsible for all  
4 administrative aspects of the contract".

5 Then in terms of communications, under 3.2, all  
6 correspondence to Apollo is to be marked for your  
7 attention in hard copy, and all correspondence for SBDS  
8 was to be marked for Annabel Sidney's attention in hard  
9 copy?

10 A. Correct.

11 Q. If I ask you about something you said in one of your  
12 witness statements about this meeting. This is at  
13 page 612 in the statements bundle. In the third  
14 paragraph, you say:

15 "I do not recall any specific discussions regarding  
16 Building Control other than at the pre-contract meeting,  
17 when it would have been one of five things that I would  
18 have sought confirmation."

19 Then you mention that the others would have been to  
20 do with planning approval, lists of leaseholders and so  
21 on.

22 Can you recall what sort of discussion there would  
23 have been about Building Control at the pre-contract  
24 meeting?

25 A. I -- I would have -- I would have raised what that is,

1 to be honest, whether it's been approved or not for  
2 tender stages, because generally you will have  
3 a Building Control notice and a number from the  
4 consultant, saying, "This is the application. Here's  
5 the person dealing with it."

6 Q. So that is what would normally happen, is it, at  
7 a pre-contract meeting, in your experience?

8 A. At a pre-contract meeting of kind of local government  
9 works, that would be one of my -- one of my questions if  
10 it didn't get raised in the meeting, yeah.

11 Q. Of course, I can only ask you about your own personal  
12 practice, but your practice, based no doubt on a certain  
13 amount of experience on working with local government  
14 clients, would have been, at a pre-contract meeting like  
15 this, to raise Building Control if somebody else didn't  
16 bring it up; is that right?

17 A. Correct.

18 Q. Can you just explain to the members of the jury what you  
19 mean by "Building Control" and what sort of thing you  
20 would have raised.

21 A. I would have asked, along with that planning application  
22 number, if it's -- if I haven't already got it at the  
23 moment, I would ask for a planning application number  
24 and a planning officer, a Building Control officer  
25 number and the Building Control officer, because he's

1           likely to be in contact with me during that construction  
2           project. So I'd have on file the building reference  
3           number.

4   Q.   Then if we look at page 1451 in the documents. That's  
5           back in file 4.

6   THE CORONER: I suggest you keep that file on the desk as  
7           we'll probably be looking at it.

8   MR MAXWELL-SCOTT: We can see that there was some discussion  
9           about the two matters you've just mentioned, being  
10          control and planning approval. At 5.1, we see that  
11          Annabel Sidney was to check with Building Control about  
12          the requirements for roof re-covering. Then at 5.2, she  
13          said that panel colours were to be chosen by the  
14          residents and approved by planning. I imagine you  
15          probably can't remember anything more than what is said  
16          there, but if you can then please do help us.

17   A.   I can't recall the issue but if -- if the client or  
18          consultant has already brought this up in the meeting,  
19          I wouldn't have raised this as any other business. So  
20          it would have been ticked off my list of items to  
21          discuss. But that's a general comment, obviously.

22   Q.   I'm going to ask you next about a point you make in one  
23          of your statements about contracts. This is at page 611  
24          in the statements. I've put that up on screen. The  
25          second paragraph on that page is the one I'm going to

1 ask you about. I appreciate that when you gave this  
2 statement you didn't have any contractual documents in  
3 front of you, but what you're talking about in this  
4 paragraph is your general understanding of different  
5 types of contract based on your experience. Let's have  
6 a look at what it says. You say:

7 "It is important that there is a distinction between  
8 different types of contract that exist between Apollo  
9 and clients which dictates levels of obligation and  
10 responsibility regarding Building Control approval. For  
11 example, under a design-and-build contract, aspect of  
12 design would be our responsibility, and as such I would  
13 appoint a lead architect or lead consultant."

14 Then you distinguish that from a build-only  
15 contract; is that right?

16 A. Correct.

17 Q. You're talking here of the two broad types of contract:  
18 one, build-only and two, design-and-build. Did you, at  
19 this time, have experience of working on both types of  
20 contracts with Apollo?

21 A. With Apollo at this time no.

22 Q. In the course of your whole career, working on both  
23 types of contracts?

24 A. Yes.

25 Q. If you could help then by explaining briefly to the jury

1 your understanding of the key differences.

2 A. As a design-and-build project, a client would give me  
3 a set of employers' requirements whereby they would give  
4 me a brief outline of what needs to be achieved and  
5 allow the main contractor to come to the finite detail  
6 of the design and scope of work to be as competitive  
7 whilst meeting their obligations. In this instance, we  
8 would use an architect services or a consultant to  
9 ensure all designs are appropriate and adequate.

10 The latter side of it is a build-only contract,  
11 where somebody -- another party has already completed  
12 the bespoke designs and drawings, and given -- and asked  
13 main contractors to give a real -- give a more  
14 proscribed approach to what needs to be done and when it  
15 needs to be done. Therefore the design element is taken  
16 out of it. Does that suffice?

17 Q. Yes, that's very helpful. Based on your experience  
18 before this date of working on both types of contract,  
19 how would your personal approach to your role differ  
20 depending on whether you were working on a build-only  
21 contract or a design-and-build contract?

22 A. If -- if we were working on a design-and-build project,  
23 there would be an architect or a professional services  
24 appointment by the main contractor to carry out all the  
25 design for that main contractor.



1 Q. Would you do that in-house or would you engage  
2 an architect from outside?

3 A. Inside Apollo or generally?

4 Q. At Apollo?

5 A. Apollo would always be outsourced. There is no internal  
6 design services.

7 Q. In terms of your work with Apollo, up until this time,  
8 do I understand that it had all been on build-only  
9 contracts?

10 A. Correct.

11 Q. You were aware that there were, in the industry,  
12 design-and-build contracts as well as build-only  
13 contracts, so how would you find out which it was that  
14 Apollo had entered into?

15 A. That would have been done at the estimating handover  
16 stage.

17 Q. That doesn't quite answer my question. You told us that  
18 your personal approach would be different depending on  
19 whether it was design-and-build or build-only. How  
20 would you find out which it was?

21 A. In Apollo, that would be explained to myself at the  
22 estimating handover on stage.

23 Q. The contract documents in this project run to several  
24 hundred pages. Would you be given all of them at  
25 Apollo?

1 A. No. I'd have been aware of them. I'd have been aware  
2 of them.

3 Q. I don't quite understand what you mean by "I would be  
4 aware of them". It's no criticism of you. Obviously  
5 you would have been aware that there were contract  
6 documents?

7 A. I'd have been aware of the contract but it's very often  
8 the case as well that contracts are only sent for  
9 execution whilst projects are on site.

10 Q. Well, that's certainly true, because in this project the  
11 contract was not signed and executed until March 2007.

12 A. Okay, yeah, yeah.

13 Q. But there would still, before that, have been documents  
14 setting out what Apollo were being invited to bid to do  
15 and then Apollo putting in their tender --

16 A. Yeah, at tender stage.

17 Q. So those documents would have been in existence?

18 A. Correct.

19 Q. Running to several hundred pages?

20 A. Correct.

21 Q. Of course you would have known they existed, but what  
22 I'm trying to get at is to what extent you would have  
23 been given them and read them, or perhaps been given by  
24 Apollo a more helpful short summary of them?

25 A. That would have been done in the estimating handover

1 stage. They would have -- they would have broken down  
2 the specialist consultant, specialist suppliers,  
3 specialist contractors, in that estimating handover  
4 stage.

5 Q. Can you help us with whether somebody internally within  
6 Apollo would tell you whether it was a build-only  
7 contract or a design-and-build contract, or whether you  
8 would be left to find that out for yourself?

9 A. It would have been advised at the estimating handover  
10 stage.

11 Q. What I want to ask you about next is in general terms  
12 about your knowledge of some principles relating to  
13 building regulations and Building Control. Firstly, let  
14 me put this proposition to you: it is a general  
15 principle of the building regulations that a person  
16 carrying out building works must not make the  
17 performance of the building any worse than it was before  
18 the works were carried out. Would you have identified  
19 with that principle, and would that have been part of  
20 your thinking, back at the beginning of the  
21 Lakanal House project?

22 A. Yes.

23 Q. And it's common sense as well, isn't it?

24 Secondly, this proposition: in some circumstances,  
25 doing work on a building will trigger a requirement to

1 bring the building up to current standards?

2 A. That depends on -- on whether it's a new build or  
3 refurb. Refurbishments are obviously built in a day  
4 when the standards are not as high as current, so it  
5 depends on the project, that statement.

6 Q. I agree with you. I suggest it depends on the extent  
7 and the nature of the works, and you agree?

8 A. Yeah.

9 Q. And that would be part of your understanding and  
10 industry knowledge at the time; is that right?

11 A. Yeah, at the time, yeah.

12 Q. Let me ask you, then, about your awareness of some of  
13 the materials previously in place at Lakanal House, in  
14 particular about asbestos. Let me ask you firstly this:  
15 what was your understanding at the time of the  
16 fire-resisting properties of asbestos-based materials?

17 A. That was one of the -- that -- they have a fairly good  
18 rating. I don't think it's classified but asbestos is  
19 known to have fire-rating qualities.

20 Q. And that would have been in your knowledge at the time?

21 A. Yes.

22 Q. And asbestos removal were part of the works that Apollo  
23 was to carry out, albeit subcontracted to somebody else,  
24 but it was part of the works, wasn't it?

25 A. We did carry it out.

1 Q. If I just show you that by reference to the bill of  
2 quantities at page 3472 in bundle 9. (Handed) This is  
3 an extract from the bill of quantities. Can I firstly  
4 make it clear that there may be respects in which this  
5 does not accurately reflect the final work that was  
6 done, because once asbestos surveys were carried out  
7 there was a clearer understanding of what was and was  
8 not in fact asbestos, but the understanding at the  
9 pre-contract stage, I suggest, would have been based on  
10 this document and it would have indicated that there  
11 were to be asbestos panels removed from fire escape  
12 balconies, then, a little lower down the page, from  
13 underneath bedroom windows, and then it goes on to say  
14 also from panels adjacent to kitchen balcony doors.

15 I think it's right that say that in the event it was  
16 discovered that those panels adjacent to the kitchen  
17 balcony doors were not asbestos, but you would have been  
18 aware, would you, at an early stage of the project, that  
19 asbestos-based products were being removed from the  
20 balconies, both the balustrades and the panels  
21 underneath the bedroom windows?

22 A. Correct. The only exception to that, as you said  
23 earlier, that asbestos test hadn't been received. The  
24 only asbestos tests we actually attained was the  
25 internal asbestos. So these panels were never tested.

1 Q. Did you see the asbestos survey that was eventually  
2 done?

3 A. No. Not to my recollection, anyway.

4 Q. If I sought to refresh your memory by saying that the  
5 survey indicated that the fire escape balcony  
6 balustrades did indeed have asbestos in them, as did the  
7 panels under the bedroom windows, would that help?

8 A. Yes, yeah.

9 Q. Would that fit with your recollection?

10 A. Yeah.

11 Q. Let me ask you next about another topic or theme that's  
12 going to run through some of my questions, which is  
13 about liaison with Building Control on the Lakanal House  
14 project. If I ask you to have a look at page 611 of the  
15 statements. That's the page we were on. At the very  
16 bottom of the page, you say:

17 "Within this context, it was my understanding and  
18 expectation that matters relating to Building Control  
19 approval were the responsibility of the client."

20 By which you meant Southwark on this project?

21 A. Correct.

22 Q. Now, of course, you were saying that in August 2010  
23 without access to any of the contract documents. Can  
24 you help us with whether you think that comment in that  
25 statement did genuinely reflect what you thought during

1 the course of the whole project?

2 A. Correct.

3 Q. If I ask you to look within some of the contractual  
4 documents at page 3268, which is in file 9. At the very  
5 bottom, 595, it says:

6 "The contractor [that's Apollo, isn't it?] shall  
7 conform to all Acts of Parliaments and all building  
8 regulations and by-laws, including the appropriate gas  
9 and electricity boards, and is to give all notices and  
10 pay all fees legally demandable."

11 If I ask you firstly this: is that something that  
12 you saw at the time or was drawn to your attention at  
13 the time of this project?

14 A. Not drawn to my attention.

15 Q. Do you now understand from that, having looked at it  
16 with me, that what it is saying is that in fact on the  
17 Lakanal House project it was for Apollo to ensure  
18 conformity with building regulations and to put in all  
19 appropriate notices to Building Control?

20 A. It suggests that, yeah.

21 Q. Is the wording of that paragraph something that you  
22 might have seen before in other contexts on other  
23 projects, or are those words that you're just looking at  
24 for the first time?

25 A. If I have, I'm unable to recall it.

1 Q. But that wasn't something drawn to your attention at the  
2 time, and so throughout the Lakanal House project, as  
3 I understand what you're telling the court, you worked  
4 on the belief that matters relating to Building Control  
5 approval were the responsibility of Southwark rather  
6 than Apollo?

7 A. Correct.

8 Q. Over the page, in your statement at 612, you say this:

9 "It is worthy of note that in some instances  
10 involving similar contracts, the client may contract  
11 matters relating to Building Control approval and we  
12 will be additionally instructed to liaise with Building  
13 Control."

14 So as I read that, you did have experience of  
15 working on projects where the responsibility for dealing  
16 with Building Control fell to your company, rather in  
17 the way that we see on the document that I just showed  
18 you at page 3268; is that right?

19 A. What I'm saying there is that I've worked on this GC  
20 works contract before with Southwark Council and they  
21 have acknowledged that it was their responsibility and  
22 they've asked me, as an instruction, to do that on their  
23 behalf and paid for all the fees for that. Not on  
24 Lakanal; on previous jobs.

25 Q. I understand on previous jobs. So what you're saying is



1           you didn't have experience of contracts where the task  
2           of liaising with Building Control fell automatically to  
3           your employer, the contractor, but you had experience of  
4           working on contracts where, on a one-off basis, you were  
5           given an instruction to deal with Building Control?

6    A.   There's two questions there. The second one is correct.

7    Q.   Sorry, it was a long question. I think what I was  
8           trying to get at was your experience was of that second  
9           scenario.

10   A.   Yes.

11   Q.   Getting a one-off instruction to deal with Building  
12           Control?

13   A.   Yes.

14   Q.   But you didn't have experience of working on a contract  
15           where, at all stages, you were responsible for dealing  
16           with Building Control?

17   A.   At the time with Apollo; correct.

18   Q.   Then you go on in that paragraph to say you received no  
19           such instruction in connection with the Lakanal project.  
20           So in other words, you didn't get any one-off  
21           instructions from Southwark to raise something with  
22           Building Control?

23   A.   Correct.

24   Q.   Let me ask you then about one aspect that we've seen  
25           already in the documents of liaison on the Lakanal House

1 project with Building Control. This was about the  
2 roofing work. We saw in the pre-contract meeting that  
3 there was reference to Annabel Sidney being given the  
4 action point of checking the Building Control. I won't  
5 ask you to find the page; I'll just put it on screen  
6 just to remind you. It's at 1451. Do you see that? We  
7 looked at this earlier. 5.1, Annabel Sidney was "to  
8 check with Building Control re requirements for roof  
9 re-covering". The action point is given to SBDS and it  
10 fell to her.

11 Can we just follow through what happened on that and  
12 ask you to look next at 1771, which is in file 5.

13 Mr Clark will find that for you if you don't have it.

14 (Handed) If I take you back to 1770, we can see what  
15 the document is. It's progress meeting number 1,  
16 Tuesday, 18 April 2006. We'll look at this for other  
17 reasons later, but just on this specific point about  
18 Building Control and the roof, at 1771, at 3.8, we can  
19 see that this is still an action point outstanding for  
20 Annabel Sidney. She is to advise whether a building  
21 notice is required for the roof re-covering.

22 Then if I take up to the next meeting, progress  
23 meeting number 2, at 2017, which is going to be in  
24 file 6. The first page of the meeting is on 2016. We  
25 can see that this is now progress meeting number 2,

1 16 May 2006, and then, over the page on 2017, the second  
2 paragraph, we still have as an outstanding action point  
3 for Annabel Sidney that she is to advise whether  
4 a building notice is required for the roof re-covering.

5 Then if I show you next, finally, before I ask you  
6 questions about this, the minutes of the third progress  
7 meeting at 2174, which will be in the same bundle. Over  
8 the page at 2175, I draw your attention to these two  
9 pages simply to point out that that action point has now  
10 disappeared and is not mentioned. There's nothing  
11 saying it's been dealt with but it has fallen off the  
12 list of action points.

13 Having looked at those documents with that  
14 introduction, can you help us at all with what, if  
15 anything, you were told at the time about what had  
16 happened about that matter?

17 A. Able to recall it? Generally, when I go into meetings  
18 I'll -- I'll focus on my action points rather than other  
19 people, to be honest, and I can't recall what --  
20 guessing on it, to be honest.

21 Q. Do you have any recollection one way or the other of  
22 Annabel Sidney passing on to you the fact that she had  
23 had a conversation with Building Control about this  
24 roofing issue and that no building notice was required?

25 A. No -- no recollection of that.

1 Q. Do you think that that's something that you would recall  
2 if it had happened or not?

3 A. If a CPM had said to us that Building Control is  
4 required, my initial -- my stance at the time would be:  
5 "Well, it's an obligation for the client. However, I'm  
6 happy to arrange it for you if you wish to instruct."

7 Q. If I focus on it the other way round. If Annabel Sidney  
8 had said to you that she had discovered that a building  
9 notice was not required, do you think that's something  
10 that you would have remembered?

11 A. I probably wouldn't have recalled it, because in my mind  
12 that's an obligation for the client, so it's not  
13 an action point that I'm progressing.

14 Q. If Annabel Sidney had said to you that she had been told  
15 by Building Control that no building notice was required  
16 in relation to the roof, do you think that's something  
17 that you would have made a record of anywhere at the  
18 time?

19 A. Not if it wasn't an action point for my organisation,  
20 no.

21 Q. I think it follows from what you've been saying already  
22 that you did not personally have any involvement in  
23 liaising with Building Control for the Lakanal House  
24 project?

25 A. Correct.

1 Q. Were you aware of whether anybody from Building Control  
2 every inspected the project?

3 A. I'm -- I'm not aware of that. As I said earlier,  
4 generally I would get a Building Control notice and  
5 a number and a Building Control officer that I would  
6 pass onto the site teams, as in: they might be coming to  
7 inspect. I'm aware that I wasn't involved with that  
8 information.

9 Q. Having looked at some of those topics as themes that run  
10 through the project as a whole, what I'm going to do now  
11 is to focus on particular events and run through them in  
12 chronological order so we can see the nature of your  
13 involvement with Apollo's working project and the parts  
14 of it we're interested in. If I can ask you firstly to  
15 look at page 1558 in file 4.

16 THE CORONER: Do you have it?

17 A. Got it, yes.

18 THE CORONER: You have it.

19 MR MAXWELL-SCOTT: If I just take you back to the previous  
20 page to see where you fit in to this. This is a letter  
21 from you to Symphony Windows, 17 March 2006, so about  
22 a month after the pre-contract meeting, saying:

23 "Please find enclosed our subcontract order."

24 That's what we see over the page; is that right?

25 A. Correct.

1 Q. So that is you subcontracting with Symphony Windows to  
2 carry out the windows and doors aspects of some of the  
3 works at Lakanal House.

4 If we go back to 1530. This is a few days earlier.  
5 Annabel Sidney emailed you to say:

6 "James, no problems there with Symphony."

7 If we look at the bottom of that page, she's  
8 forwarding to you some internal emails within Southwark,  
9 and we see that Apollo had proposed Symphony Windows as  
10 a subcontractor, she had notified some people in the  
11 client office, including Mr Pearce, and he said he was  
12 okay with that.

13 You were told there were no problems with Symphony  
14 and so you went ahead and entered into a subcontract  
15 with them; is that right?

16 A. Correct.

17 Q. Did you have any involvement or saying in the choice of  
18 Symphony as subcontractor?

19 A. Myself and my line manager went through the people who  
20 had returned price and agreed a strategy of proposing  
21 them.

22 Q. Were you aware at the time that Symphony Windows were  
23 FENSA-registered?

24 A. Yes.

25 Q. Can you help us with whether that would have been true

1 of everybody who had put in a tender to carry out the  
2 windows and doors works?

3 A. It's unlikely that anybody -- anybody that was on --  
4 that we went to price for would not be FENSA.

5 Q. So it's fair enough to assume that they probably all  
6 were. What was your understanding at that time of what  
7 it meant for a company to be FENSA-registered?

8 A. It was a removal of the Building Control for windows and  
9 screens, so they could self-certify fit for purpose.

10 Q. Just to focus on that in slightly more detail, what was  
11 your understanding of the implications of being  
12 FENSA-registered if a company was going to do more than  
13 just supply glazing, so in other words if it was also  
14 going to supply panelling?

15 A. My understanding of FENSA up to yesterday afternoon was  
16 that it was for the whole screen.

17 Q. Can you help us as best you can with what your  
18 understanding was based on?

19 A. It was based on the fact that the FENSA scheme came in  
20 to replace the Building Control, due -- primarily for  
21 the number of Building Control applications for window  
22 replacements, so therefore it was a like-for-like  
23 replacement.

24 Q. Let me ask you, then, to turn to page 1729 in bundle 5.  
25 That's a cover sheet from Nick Coupe of Symphony Windows

1 sent to you on 13 April 2006, and behind it are some  
2 drawings. If you just leaf through them up to 1739.  
3 We've seen references to some things being described as  
4 "as tender" and some things as "alternatives". Then,  
5 here on 1737, somebody has written on it:

6 "Failed wind load test so will not be offered up."

7 Do you know whose handwriting that is?

8 A. I believe that's Nick Coupe's.

9 Q. Then on 1738, in the bottom right-hand corner, it says:

10 "James, this is as tender. SAPA are now saying the  
11 outer frame should be larger outer frame. I'm trying to  
12 resolve as the sections were specified by ..."

13 It's then cut off but it may say "them anyway" with  
14 three exclamation marks.

15 This is early on in your personal involvement with  
16 the work on the doors and windows. Do you remember  
17 this?

18 A. I remember -- I remember the -- an issue. I recall how  
19 the issue arose, yes. I don't remember the individual  
20 facts.

21 Q. At this time, what is being discussed here is the  
22 potential need for a change to the as-tender proposal.  
23 To what extent would you have looked back in detail at  
24 the as-tender proposal which had all been agreed and  
25 sorted out before you came to work on this project?



1 A. I think I had a conversation with Nick Coupe at the time  
2 and it was more to do with the profile that SAPA was  
3 using that couldn't match the fenestrations on the  
4 window drawing.

5 Q. I'm going to take you back to the performance  
6 specification prepared by SAPA at the tender stage and  
7 ask you to look at a couple of aspects of it, starting  
8 at page 1288 within file 4. In fact it's 1297.  
9 I looked at this document earlier just for the purposes  
10 of identifying it. Can you assist us with whether there  
11 would have come a time when you would have worked  
12 through this in detail?

13 A. No, because Symphony had already highlighted that it  
14 failed the wind loadings and therefore I was presenting  
15 the findings to the CPM and this was going to have to be  
16 reviewed.

17 Q. If I ask you to have a look at page 1305. It both looks  
18 like and is small print, footnotes. The first footnote  
19 is:

20 "Information is given on an advisory basis only and  
21 specifiers are particularly recommended to contact  
22 suppliers of non-SAPA Building Systems Limited products  
23 to ensure that such products are suitable."

24 Then, about half way down the page:

25 "Certain window configurations may not meet the

1 requirement of approved document B of the building  
2 regulations for a fire escape window."

3 Firstly this: is that something that you recall ever  
4 reading or noticing at the time?

5 A. No.

6 Q. Looking at it now, is it the sort of information that  
7 you've seen previously in similar documents?

8 A. I can't recall.

9 Q. I think it follows from the answers that you've given  
10 that when this issue arose in April 2006, about the  
11 failure in wind load tests, you didn't go back and work  
12 in detail through the documents that existed before you  
13 came on board. You perhaps instead focussed on working  
14 out a solution with the subcontractor going forward?

15 A. Correct.

16 Q. The specification at this time was for panels of  
17 powder-coated aluminium. What was your understanding at  
18 the time of the fire-resisting qualities of  
19 powder-coated aluminium panels?

20 A. Probably not as much as asbestos. I'm aware that  
21 asbestos has a higher fire resistance than powder-coated  
22 aluminium.

23 Q. Do you think it would have been in your mind at the  
24 time, therefore, that powder-coated aluminium panels, in  
25 broad terms, were less fire-resisting than asbestos?

1 A. Yes, if I thought about it, yes.

2 Q. Madam, that's probably a convenient moment for a short  
3 break.

4 THE CORONER: All right, yes, we'll have a ten minute break.

5 Mr Cousins, because you're part way through giving  
6 your evidence, the strict rule is that you must not talk  
7 to anyone at all about your evidence or indeed about  
8 this matter, thank you. So please be back in ten  
9 minutes.

10 Members of the jury, we'll have a ten minute break,  
11 thank you.

12 (In the absence of the Jury)

13 THE CORONER: Just before we disperse, Abi, am I right in  
14 thinking that it's tonight the room will be used by  
15 others? So a reminder, please, that everyone might want  
16 to move their papers and so on out at the close of the  
17 proceedings this evening. Thank you very much.

18 (11.29 am)

19 (A short break)

20 (11.39 am)

21 (In the presence of the Jury)

22 THE CORONER: Yes, thank you.

23 MR MAXWELL-SCOTT: Mr Cousins, I'm going to ask you next to  
24 look at the minutes of the first progress meeting, which  
25 start at page 1770 in file 5. There were a number of

1           these meetings which took place during the project,  
2           I think approximately one a month; is that right?

3    A.   Correct.

4    Q.   Because this is the first one we're going to be looking  
5           at, can you tell us briefly what the nature and purpose  
6           of these meetings was?

7    A.   I suppose the nature of the meetings was to update  
8           progress, review any issues that needed to be  
9           outstanding.  It was the one time in the month that all  
10           parties got together in a meeting to iron out any issues  
11           and update progress, see what difficulties the project  
12           had.

13   Q.   You would have been the most senior employee present  
14           from Apollo; is that right?

15   A.   In this meeting, yes, but not necessarily.

16   Q.   Can you remember who used to write up the minutes of  
17           these meetings, by which I mean whether it was SBDS or  
18           whether it was Apollo?

19   A.   SBDS.

20   Q.   Would you be sent a copy of the minutes?

21   A.   Yes.

22   Q.   And would you read them?

23   A.   Frequently, they would be handed out at the next  
24           meeting, so sometimes we didn't have chance to read  
25           them.

1 Q. When they were handed out to you, would you then read  
2 them?

3 A. If I had -- if I had have been handed a set of minutes  
4 that were a month out of date and I'd progressed my  
5 items, there's a chance I hadn't read them, because the  
6 project had probably moved on from since then.

7 Q. Would you have taken your own notes at these meetings to  
8 cover yourself against the possibility that you wouldn't  
9 get the formal minutes for a month?

10 A. I would take action points down to Apollo for both  
11 myself and the Apollo team, yeah, so I could progress it  
12 between the periods, yeah.

13 Q. If I ask you then to turn to page 1772. It's at point  
14 4.8, "Pilot window drawings". It says this:

15 "Apollo advised that there was a delay in the  
16 production of the drawings due to a problem with wind  
17 loadings for the communal windows."

18 That's what we were looking at before the break,  
19 isn't it?

20 A. (The witness nodded)

21 Q. Then:

22 "Apollo/Symphony currently awaiting advice from  
23 SAPA. Apollo advised that windows were to be offered  
24 with different coupling sizes. CPM [that's  
25 Annabel Sidney] stated that A1 drawings required to

1           suitable scales as per the specification ..."

2           And then this:

3           "... and that Apollo were responsible for the  
4           design."

5           Now, I know it's a long time ago, but do you  
6           remember reading that at any point in the minutes?

7   A.   No.

8   Q.   Do you think you would have done?

9   A.   If this had -- if these minutes had been issued  
10       promptly, I would have read it.

11   Q.   Do you have any recollection one way or the other of  
12       whether Annabel Sidney in fact said in the meeting that  
13       Apollo were responsible for design?

14   A.   No.

15   Q.   But you have no reason to doubt what's said in the  
16       minutes?

17   A.   No.

18   Q.   I think from the answers you gave the court earlier this  
19       morning, if there did come a time when you read the  
20       minutes and read that particular sentence, that would  
21       have come as a surprise to you; is that right?

22   A.   I'd have disagreed with that. I would disagree with it,  
23       yeah.

24   Q.   You're not disagreeing with what I'm saying; you would  
25       disagree --

1 A. No, no, I would disagree with the statement.

2 Q. So it would have come as a surprise to you because your  
3 understanding would have been the opposite?

4 A. Correct.

5 Q. That Southwark were responsible for the design?

6 A. Correct.

7 Q. Can you, now you've refreshed your memory from this  
8 document, recall ever having that sentiment of surprise  
9 and disagreement at being told that Southwark thought  
10 Apollo were responsible for the design of the windows  
11 when you had believed, up until that point, the  
12 opposite?

13 A. No, no recollection of that.

14 Q. So for whatever reason you continued, after this date  
15 and for the whole of the project, to believe that Apollo  
16 were not responsible for the design of the windows; is  
17 that right?

18 A. Correct.

19 Q. But if you had read that sentence and absorbed it, taken  
20 on board the fact that it was saying something  
21 completely opposite to your understanding, what you  
22 would you have done about it?

23 A. It depends how far the -- the progress was -- the  
24 project was progressing and what stage it was. Reading  
25 this now, I'd probably be more focussed on providing

1 a solution to the window problem than actually  
2 rectifying incorrect meanings.

3 Q. If we then look at what you did to try and rectify the  
4 problems that had arisen to do with wind loadings and  
5 the delay in the production of the drawings and look at  
6 page 1783. This is a letter dated 20 April 2006. We  
7 can see over the page that it's from you to Annabel  
8 Sidney, enclosing drawings. Essentially what you're  
9 enclosing is what Mr Coupe had said to you?

10 A. Correct.

11 Q. Then if we look at --

12 A. Sorry, I'm also including the original tender windows as  
13 well.

14 Q. Thank you. Then if we look at 1803, we can see that  
15 Annabel Sidney replied to you on 25 April, suggesting  
16 setting up a meeting on 3 May at SBDS's offices, to be  
17 attended by Apollo, a Southwark client representative,  
18 SAPA and Symphony.

19 Then if we look at 1809, it's an email from you, at  
20 the top of the page, confirming that you've liaised with  
21 the window contractor -- in other words, Symphony  
22 Windows -- and SAPA, and everybody was lined up to  
23 attend the meeting.

24 Then if I ask you to have a look at page 1819, what  
25 you'll see there is the agenda for that meeting. Are



1           you able to help us with whether that agenda was  
2           something that would have been circulated in advance or  
3           was handed out on the day, or can you not remember?  
4    A.   I can't recall.  
5    Q.   Looking at it now, item 2, "Window design  
6           existing/proposed", would appear to be an agenda item  
7           put there because of the discussions we've been looking  
8           at to do with the problems with wind-loading and the  
9           fact that you had sent her some different options by way  
10          of drawings; do you agree?  
11   A.   I agree.  
12   Q.   If you can remember what item 3 was about, then please  
13          tell us.  It's "Lounge and kitchen doors/larder wall  
14          panel".  
15   A.   I don't recall.  
16   Q.   Are you able to help us with whether it's one topic or  
17          whether it's more than one topic captured in item 3?  
18   A.   It's one -- it's one topic, the window design drawings,  
19          the drawings of the windows.  
20   Q.   2 is one topic, but I'm asking about topic 3, "Lounge  
21          and kitchen doors/larder wall panel".  
22   A.   It's the same issue.  It's the drawings of the windows  
23          that have been sent through, what it looks like.  
24   Q.   Just on that point, I might try and refresh your memory  
25          about the larder wall panel by looking at page 1764.

1 This is the first pre-progress residents' meeting. Is  
2 it right that each time this was held before the  
3 progress meeting?

4 A. We had residents' meetings throughout the project.

5 Q. If you look at the bottom of the page, point 2.4,  
6 Annabel Sidney advised that it was unlikely that the  
7 larder would be able to be rebuilt when the new wall  
8 panel and door was installed. Then if we look at 1772,  
9 this is the progress meeting that immediately followed  
10 it. This point that the residents had brought up at  
11 their meeting about the larder unit is dealt with in  
12 slightly more detail here at 4.5:

13 "Apollo to establish whether larder unit can be  
14 rebuilt when they undertake works to the pilot flat.  
15 Where larders have to be replaced, the resident is to be  
16 offered the maximum number of units they require using  
17 the items in the specification."

18 4.6:

19 "Client to advise the CPM of their requirements for  
20 kitchen units/larder replacement with regard to  
21 leaseholder properties."

22 If we go back to the agenda at 1819. I don't know  
23 if that helps you at all to remember what item 3 was  
24 about?

25 A. It says "larder wall panel", but I'm guessing from

1 reading those two bits, to be honest, it's something to  
2 do with the larder units.

3 Q. What I'm going to do next, Mr Cousins, rather than ask  
4 you immediately about your recollections of the meeting  
5 on 3 May 2006, is to show you some of the documents that  
6 were generated after it, follow those through, and then  
7 come back and ask you about your recollection of the  
8 meeting as set out in your statements. So as I've said,  
9 the meeting was on the afternoon of 3 May 2006 and the  
10 first document I'm going to show you then is at  
11 page 1849 in file 5.

12 You wouldn't have seen this at this time. It's  
13 an internal SAPA email, sent the next day. It suggests  
14 that SAPA have taken away from the meeting the need to  
15 do some more work on loadings and bracings. Do you  
16 agree?

17 A. Correct.

18 Q. If I then show you page 1997. This is not a good copy.  
19 If you have the hard copy it might be easier. It's  
20 difficult to read, but it's a standard Apollo document  
21 with columns, one of which is "Information required" and  
22 one of which is "Date requested". At the bottom, it  
23 says:

24 "Choice of colour to window panels."

25 And what it gives as date requested is "3 May 2006",

1 in other words the date of the meeting.

2 Does that document indicate that the first date on  
3 which a request was made for information about the  
4 choice of colour to the window panels was 3 May?

5 A. Correct.

6 Q. If I then ask you to look at page 1851. This is 4 May.  
7 It's a letter from Apollo to all residents, we assume,  
8 inviting them to express a preference for the design of  
9 the external doors in their flats, choosing between them  
10 all panelled, all glazed or half-glazed, half-panelled.  
11 If you can remember the answer to this then please help  
12 us: do you know whether that is a letter that was  
13 planned to be sent before the 3 May meeting or whether  
14 it was triggered by the meeting?

15 A. That was triggered by the meeting.

16 Q. Then if we look at page 1863. You won't have seen this  
17 before because it's an internal Southwark email. This  
18 is actually sent on the afternoon of the meeting, the  
19 early evening of the meeting, Annabel Sidney to Ejovi  
20 Awaritefe at 1832 hours. She says:

21 "I am so sorry there was confusion regarding the  
22 meeting venue for the windows today. There were quite  
23 a lot of technical issues and a difficult meeting which  
24 we have only just finished -- so on a positive front  
25 perhaps it was better that you weren't here.

1           "There are, however, a number of issues which will  
2           require a very swift client input and answer on, please.

3           "I wonder whether you and Robert could pop over to  
4           our offices to view the colour proposals on the computer  
5           tomorrow or as soon as possible. We also need to make  
6           some decisions regarding the kitchen and lounge doors.  
7           These matter are very important."

8           The meeting was scheduled to start at 3 o'clock,  
9           I think, and this is an email sent at 6.30 in the  
10          evening saying, "We've only just finished." Can you  
11          recall whether, as that perhaps suggests, the meeting  
12          lasted for about three hours or so?

13         A. The meeting finished at about 5.15.

14         Q. Quarter past ...?

15         A. Five.

16         Q. 5.15. Thank you.

17          Then if I ask you to look at page 1856. This is two  
18          days after the meeting, an email from Annabel Sidney to  
19          Charles Sawyer at Trespa, which she copied to you,  
20          saying that she wanted some samples of Trespa products.

21          Then if you have a look at 1853. This is from  
22          Annabel Sidney to you, also on 5 May, two days after the  
23          meeting. She's asking you for "colour details for  
24          powder-coated aluminium to kitchen and lounge doors,  
25          larder panel and panels under windows as agreed":

1            "As discussed, we will be using one colour for the  
2 powder-coated aluminium elements and a Trespa colour for  
3 the balcony panels."

4            She's going to arrange for Trespa samples to be  
5 delivered direct to site:

6            "Also, to confirm that we require solid  
7 powder-coated kitchen and lounge doors, please."

8            So at that time, in terms of what she's saying to  
9 you, the plan is still to use powder-coated aluminium  
10 for panels under the windows. Do you see that?

11 A. Correct.

12 Q. And for the doors to be solid; is that right?

13 A. Yes, yes.

14 Q. Then if I ask you to go to page 1885. This is an email  
15 to you from Symphony Windows, updating on the progress  
16 of dealing with the wind-loading issue; is that right?  
17 Is that right?

18 A. Yeah, sorry.

19 Q. Then if we go to 1941, we can see how you updated  
20 Annabel Sidney. Firstly, in the middle of the page,  
21 you're emailing Annabel saying:

22            "Please find attached revised drawings for  
23 approval."

24            Then, higher up the page, we have her email in reply  
25 of the same date:

1           "As discussed last week subsequent to the residents'  
2           letter, I advised that the doors are to be fully  
3           panelled and not semi-glazed as we had previously  
4           decided. Can you get SAPA to revise those drawings,  
5           please, to reflect that."

6           Then if you would have a look at 1972. This is now  
7           15 May, Annabel Sidney to you. Towards the bottom of  
8           her email to you:

9           "Also, received the A1 window drawings today -- they  
10          are not quite what we were expecting, in that they are  
11          just blown-up versions of the previous drawings and no  
12          amendments have been made."

13          Then she's continuing to ask in the final sentence  
14          for samples of powder-coated aluminium.

15          So the plan at this stage, at least to some extent,  
16          is still to use powder-coated aluminium?

17   A. Correct.

18   Q. Then if you could have a look at page 1990. That's  
19          a contractor's report number 2. If you turn in it to  
20          page 1999, the conclusion is:

21          "Revised window drawing to be issued shortly ...  
22          colour of panel choice to be determined."

23          Then if we have a look at progress meeting number 2,  
24          which starts on page 2016. This is now in file 6. If  
25          you turn in it to page 2017, at point 3.9:

1           "The CPM [Annabel Sidney] confirmed that the colour  
2           scheme options had been selected by the client and that  
3           samples were currently awaited on site. It was agreed  
4           that kitchen and lounge doors would be replaced to match  
5           existing. It was also agreed that if there was a poor  
6           response to the resident consultation on colours then  
7           the choice would be given to the TA [probably 'tenants'  
8           association?'] and resident reps."

9           Then on 2018, point 4.7:

10           "Window design drawings are to be reviewed this week  
11           by SBDS despite not all drawings/details required by the  
12           specification being available. SBDS advised that they  
13           would do everything they could to assist Apollo in  
14           speeding up the process."

15           Going back to 2017, I want to ask you about this  
16           sentence:

17           "It was agreed that the kitchen and lounge doors  
18           would be replaced to match existing."

19           Can you help us at all with what that meant?

20           A. I don't recall it. I'm guessing -- I'm guessing  
21           existing layout, existing appearance.

22           Q. I'm going to try and refresh your memory by showing you  
23           some photos of doors that were in place at the time and  
24           try and get some kind of feel for what might have been  
25           in existence at the time. If we turn to a different



1 file, file 3 at page 1045. (Handed) At 1045, we can see  
2 part of an open door and all of what one can see is  
3 solid. Then in 1046, the door nearest the camera is  
4 semi-glazed -- the top half of it is glazed, you see --  
5 and then at 1052, this is an external view of the  
6 property. Let's see if I can zoom in a bit.

7 The short point is this: that there doesn't seem to  
8 be a standard existing door, because we've just looked  
9 at examples where one is fully panelled and one is  
10 half-panelled and half-glazing. That was why I was  
11 struggling to work out what might have been meant by the  
12 statement "It was agreed that the kitchen and lounge  
13 doors would be replaced to match existing". You can't  
14 help us?

15 A. I'm afraid not, sorry.

16 Q. If I ask you then to look at page 2031. This is  
17 an email from Annabel Sidney to you, 17 May, at 10 in  
18 the morning. Under W2:

19 "Note, we have asked for a solid door -- please  
20 could you provide some more detail on its appearance."

21 Then if you could look at page 2056. This is  
22 an email dated 25 May 2006 from Annabel Sidney to you.  
23 It talks about a meeting on 17 May. It says this:

24 "When we met with Symphony last Wednesday, 17 May,  
25 Nick [presumably Nick Coupe] said that he was looking

1           into replacing the aluminium panels with Trespa.  
2           I understand that his colour match Trespa samples are  
3           now on site. Please could you advise me what thickness  
4           of Trespa panel would be required, please, on the  
5           external face."

6           Can you help us with whether you went to that  
7           meeting on 17 May?

8    A. I believe I didn't. I believe it was a site meeting.

9    Q. So you don't think that "we" is a reference to you and  
10       her?

11   A. No, it's a "we" as in SBDS and Apollo and Symphony.

12   Q. Okay. Then if we look at page 2056, so the page before.  
13       We're now in the date of the email rather than the date  
14       of the meeting, so 25 May. About ten minutes after the  
15       last email, Perry White, replying to Annabel Sidney,  
16       copying you in:

17               "The overall size of the Trespa panel is  
18               28 millimetres and the external face thickness required  
19               will be 3 millimetres."

20       Then, just for completeness, you wouldn't have seen  
21       the top email because that's internal to Southwark,  
22       forwarding the one we've just seen from Apollo, and it's  
23       Annabel Sidney asking Amos Adewalure about cost  
24       comparisons and whether there's going to be any cost  
25       difference between using 3-millimetre Trespa on the

1 outside of the bedroom panels as compared to using  
2 powder-coated aluminium.

3 Then if we go to 2 June at page 2099. Looking  
4 firstly at the bottom of the page, your email to  
5 Annabel Sidney on 2 June:

6 "Annabel, we confirm that we supply can [so 'we can  
7 supply'] the Trespa panels to the windows in lieu of the  
8 specified panels for no additional cost."

9 The subject matter of the email is said to be  
10 "Lakanal House -- window panel -- additional cost".

11 That's then followed up by a reply from  
12 Annabel Sidney to you saying she's just spoken with Nick  
13 Coupe at Symphony, she's happy to proceed with Trespa  
14 and formal instruction to follow.

15 Then at 2101, this is 20 minutes or so later than  
16 that last email, and it's you contacting Nick Coupe at  
17 Symphony Windows:

18 "The panels are to be Trespa at no cost adjustment."

19 That would seem to be the decision being  
20 communicated that the panels under the windows are now  
21 not going to be powder-coated aluminium as in the  
22 original specification but are going to be composite  
23 panels with a 3-millimetre Trespa panel on the outside;  
24 is that right?

25 A. Correct.

1 Q. Then just to follow through the story about the doors,  
2 if we go to 6 July, page 2310. This is an email from  
3 Annabel Sidney to you, and in the second paragraph:

4 "With regard to the doors, these are to have  
5 a mid-rail with Trespa panel below and double glazing  
6 above."

7 Then in the next paragraph:

8 "Doors are to have internal thumb-turns to satisfy  
9 means of escape requirements."

10 That seems to be a change in terms of the plan for  
11 the doors from the documents we were looking at from  
12 some four to six weeks earlier; do you agree?

13 A. I believe this is after the pilot installation, so some  
14 changes on it.

15 Q. If you have a look at 2298, just 12 pages earlier.  
16 We're looking at a clerk of works weekly report, and  
17 Wednesday, 28 June says:

18 "A meeting was held on site with the contractor,  
19 window fitters and SBDS to inspect the window  
20 installation and discuss the design of the frames and  
21 external finishings."

22 Does that help you with the point you were making  
23 about the pilot flat and changes to the doors arising  
24 because of the pilot flat?

25 A. I recall -- I recall visiting the pilot installation at

1           about 4.30 one evening where these -- the panelling,  
2           mid-rail, the thumbs was mentioned on site, and  
3           I believe that's the email confirming that.

4    Q.   Can you recall whether the pilot flat had solid doors  
5           initially?

6    A.   No, it didn't. I can recall that it didn't.

7    Q.   It didn't?

8    A.   Correct.

9    Q.   So at some point a decision was made to set up the pilot  
10           flat without a solid door, although earlier in the  
11           documents there seemed to have been a decision working  
12           towards a solid door option?

13   A.   The original LW1 drawing shows a mid-rail on one of the  
14           doors and a full -- full -- full panel on the other door  
15           without a mid-rail.

16   Q.   The half-glazed door was to some extent a change in the  
17           specification, wasn't it?

18   A.   One -- one of the doors on the LW drawings showed  
19           a mid-rail, and to be fair the price of glass -- the  
20           price of glass and the price of panels are approximately  
21           the same, so it was -- it might have been a change. It  
22           wasn't a financial change.

23   Q.   Not a financial change but a design change?

24   A.   Yes.

25   Q.   Let me ask you this: do you recall at any point being

1 told by Annabel Sidney that she had spoken with  
2 Building Control and been told that the new arrangement  
3 in relation to the half-glazed door was acceptable?

4 A. I can't recall that conversation.

5 Q. If that conversation had taken place, do you think it is  
6 one that you would now remember or not?

7 A. It's highly likely that I wouldn't recall because  
8 I considered Building Control part of the client's  
9 responsibility.

10 Q. Do you think if that conversation had taken place you  
11 would have made a note of it anywhere at the time?

12 A. No, not as it was the client's obligation.

13 Q. Mr Cousins, what we have done is we have looked at the  
14 documents from the time about the meeting in terms of  
15 the agenda, some of the discussions that were going on  
16 before the meeting and then a whole sequence of  
17 documents after the meeting on 3 May, and I imagine that  
18 some of these emails you would have had access to when  
19 you gave your first statement to the police, but  
20 a number of them you wouldn't have had at that time; is  
21 that fair?

22 A. Correct.

23 Q. What I want to do now is to ask you about some things  
24 you said in your witness statements about what happened  
25 at the meeting on 3 May to see whether they remain your

1 view, having now had a chance to be taken through the  
2 sequence of documents.

3 The first statement starts at page 607. If we turn  
4 to page 608, at the bottom of it, you refer to the fact  
5 that you attended a meeting on 3 May, that Nick Coupe  
6 was present, Graham Hurrell from SAPA was present,  
7 Annabel Sidney was present, and over the page, so was  
8 John Menlove:

9 "During the meeting, a discussion took place  
10 regarding the infill panels."

11 You mentioned in the statement Mr Hurrell saying  
12 they could easily be scratched, Annabel Sidney raising  
13 concerns about scratching and asking about colour and  
14 wanting the panels to match the balcony panels which  
15 were going to be Trespa in any event. You say:

16 "She felt it would be better to have the same  
17 panels, not just because of the colour but also due to  
18 texture and tone. It was at that point I knew Annabel  
19 was changing her mind about the infill panels which were  
20 specified as aluminium. She made it quite clear she now  
21 wanted to trial Trespa panels on the infills on the  
22 pilot installation at flat number 39."

23 Is that still your recollection?

24 A. Correct.

25 Q. Then if we have a look at what you say about this in

1 your second statement, page 612. At the bottom of the  
2 page:

3 "The primary purpose of this meeting was to resolve  
4 problems that had arisen with the windows."

5 Then, at the top of the next page:

6 "SAPA's technical representative conceded that, for  
7 several reasons, their technical specification was  
8 incompatible with the window profile."

9 Is that still your recollection?

10 A. Yes. Sorry, my only correction to that is whilst  
11 they -- whilst it's incompatible, it's incompatible with  
12 the specified product in the spec.

13 Q. Is it the case that this was about the fact that there  
14 was a discrepancy between the drawings -- for example,  
15 LW1 -- and the performance specification?

16 A. At the time of the meeting that wasn't -- at the time of  
17 this meeting, that wasn't portrayed in that way.

18 Q. Then a few lines further down:

19 "It became a technical discussion, predominantly  
20 between SAPA and Nick Coupe of Symphony Windows, who  
21 resolved to work together to overcome the issues."

22 Is that your recollection?

23 A. It is.

24 Q. Then the next paragraph:

25 "During the same meeting, discussions also took



1 place regarding the panels -- which are detailed in my  
2 previous statement. In summary, SAPA prompted  
3 discussions regarding the powder-coated aluminium panels  
4 being prone to scratching. This concerned  
5 Annabel Sidney, and, as a result of this and other  
6 similar considerations, she initiated a process that led  
7 to the change from aluminium to Trespa, and it is my  
8 understanding that it was Annabel who contacted Trespa."

9 We have seen that she did that on 5 May.

10 A. Sorry, my only clarification there was Annabel raised  
11 the problem with it and SAPA raised the solution.

12 Q. Would it be fairer to say that SAPA raised a possible  
13 solution for others to consider?

14 A. Yes.

15 Q. Because it's not part of their role, is it, to make that  
16 decision?

17 A. It was a solution offered up in that meeting, yeah.

18 Q. For discussion?

19 A. Yes.

20 Q. Then on the final paragraph of 613:

21 "The change was approved by SBDS and Annabel Sidney  
22 issued a further instruction and I communicated this to  
23 Symphony Windows by email. A further instruction should  
24 be followed by a written instruction within 14 days ..."

25 I apologise for that. That wasn't on the screen; it

1 is now:

2 "A verbal instruction should be followed by  
3 a written instruction within 14 days, but SBDS have, on  
4 occasion, not issued any written instructions regarding  
5 this ... The absence of written instructions is not  
6 uncommon during projects but in my experience, SBDS as  
7 an organisation could be below average in this  
8 particular regard, but generally good at a technical  
9 level."

10 Is that your view?

11 A. It is.

12 Q. Is it right that there was not in fact a written  
13 instruction on this at the time?

14 A. I can't recall ever seeing one. Sorry, other than that  
15 email. The formal instruction didn't follow.

16 Q. Sorry, I didn't catch that?

17 A. The email from Annabel saying, "I've spoken to Nick;  
18 proceed" came through but a formal contract instruction  
19 didn't.

20 Q. Thank you. Then at the top of 613, at the bottom of  
21 that first paragraph, you say:

22 "The new fenestration would have resulted in amended  
23 drawings."

24 As far as I'm aware, we haven't seen any as-built  
25 drawings for the windows that were installed. Can you

1 help us with whether you ever saw any?

2 A. I can't recall to be honest, sorry. No, I don't think  
3 there was any as-built drawings there.

4 Q. Do you know why there were no as-built drawings? Can  
5 you help us with that?

6 A. Because the drawing -- the alternative drawing that was  
7 proposed in that letter, the only changes that were made  
8 to it was coupling bars and panels, so the actual  
9 profile remained the same.

10 THE CORONER: When you saw "profile", could you just explain  
11 what you mean by that?

12 A. Sorry, the section through the SAPA detail, the -- the  
13 bit that closes, the metal pieces that make up the  
14 window.

15 THE CORONER: Thank you.

16 MR MAXWELL-SCOTT: What I've done so far is to look at the  
17 bits in your statement that describe the discussion and  
18 describe the change. We haven't looked so far,  
19 deliberately, at the parts which deal with the subject  
20 we're actually interested in, which is the fire  
21 resistance capacities of the products considered and  
22 chosen, so I'm going to ask you about that now.

23 If you look at page 609. At the end of the first  
24 main paragraph, talking about the meeting on 3 May, you  
25 say:

1           "The fire resistance aspects of this panel change  
2           were not discussed."

3           You have told us already that it would have been in  
4           your knowledge and thinking that the powder-coated  
5           aluminium panel would not have been as good at resisting  
6           a fire as the asbestos-based material that it was due to  
7           replace; that's right, isn't it?

8   A.   I said if I'd thought of it, yeah.

9   Q.   Well, you had a view on the fire-resisting capability of  
10        asbestos?

11   A.   Correct.

12   Q.   And you had a view on the fire-resisting capability of  
13        an aluminium panel, and if you had compared those two  
14        views in your mind at the time, you would have formed  
15        the conclusion that the powder-coated aluminium panel  
16        had less good resistance to fire than the asbestos panel  
17        it was replacing; that's right, isn't it?

18   A.   Not in the profile it was in.

19   Q.   Can you explain what you mean by that?

20   A.   I mean the asbestos panel, if you had put an asbestos  
21        panel in there, would have been sitting in the mainframe  
22        of a SAPA window that had very -- that didn't have  
23        a FD30 element. So whether you had solid concrete in  
24        a mainframe or you had something of lesser quality, that  
25        element of structure would not have provided FD30

1           qualities.

2    Q.   Well, I follow what you're saying but what I want to  
3           know is whether you're putting that forward as something  
4           that you thought about at any point in the time during  
5           the Lakanal House project, or whether that's something  
6           you've thought of since?

7    A.   In the meeting of 3 May, we'd already discussed and  
8           confirmed that none of these windows were FD30, and  
9           these profiles, these sections, were FD30 compliant.

10   Q.   How does that sit with the sentence I've just referred  
11          you to:

12                 "The fire-resistant aspects of this panel change  
13                 were not discussed."

14   A.   It wasn't discussed.

15   Q.   So that's your first statement, and it says, as we've  
16          seen:

17                 "The fire-resistant aspects of this panel change  
18                 were not discussed."

19                 You then go on to say:

20                 "I believe that neither panel had a good resistance  
21                 to fire in the first place. It may well have been the  
22                 case that the Trespa panel had a better resistance to  
23                 fire than the aluminium, the aluminium panel being only  
24                 1.44 millimetres thick. To be honest, I didn't give  
25                 much thought to this as my company will provide whatever

1 the client asks for."

2 Correct me if I am wrong, but that is the account  
3 given in your statement --

4 A. Correct.

5 Q. -- in December 2009 about the extent to which fire  
6 resistance properties were discussed at the meeting on  
7 3 May; am I right?

8 A. No, we also discussed the part in the specification  
9 where it says "fire door". I think it's earlier on in  
10 my statement.

11 Q. It's in your second statement, not your first statement,  
12 isn't it? Let's have a look at that then.

13 A. It wasn't asked in my first statement.

14 Q. If we go to page 612. At the bottom of 612, you say:

15 "In my previous statement I refer to a meeting on  
16 3 May 2006 at the SBDS offices."

17 Then there's the part we've seen about SAPA's  
18 representative's comment at the top of 613, and then it  
19 says this:

20 "This also impacted upon the proposed installation  
21 of an FD30 kitchen door [in other words, a half-hour  
22 fire door] which was also found to be incompatible  
23 because an aluminium FD30 door could not be supplied.  
24 Therefore, if the door was to be aluminium, it could not  
25 be an FD30."

1           Firstly, can you help us with why you recalled this  
2           at the time of your second statement but it doesn't  
3           feature in your first statement?

4   A.   At the first statement, the interviewer was concerned  
5           with the change of panels only.

6   Q.   Was it not concerned more generally with what happened  
7           at the meeting on 3 May?

8   A.   Not at all.  It was -- the whole interview was primarily  
9           to do with the changes of the panel.

10  Q.   So looking then at what you say at the top of page 613:

11           "SAPA's representative conceded that their technical  
12           specification was incompatible with the window profile.  
13           This also impacted upon the proposed installation of  
14           an FD30 kitchen door."

15           Can you explain how what SAPA's representative said  
16           had any bearing on the proposed installation of an FD30  
17           kitchen door?

18  A.   The bill of quantities refer to an FD30 in the kitchen  
19           only, not the lounge.  SAPA's represented --  
20           representation, I believed, had never seen that bill of  
21           quantities and it was a discussion whether there was  
22           a possibility of putting an FD30 door inside that frame.

23  Q.   Are you saying here that it was thought to be  
24           technically not possible?

25  A.   It was technically not possible with the profile and

1 products inside the specification.

2 Q. Then it says:

3 "Therefore, if the door was to be aluminium, it  
4 could not be an FD30."

5 What I want to ask you about is why the issue is  
6 being looked at in that way. Why is the issue being  
7 looked at, it appears, in terms of: "It has to be  
8 aluminium, so we sacrificed the requirement of it being  
9 FD30"? Why isn't it being looked at as in: "The door  
10 has to be a half-hour fire door. If it can't be  
11 aluminium, then so be it. We'll make it out of  
12 something else"?

13 A. That was an option. That was an option discussed. Nick  
14 Coupe suggested putting a solid FD30 next to two -- next  
15 to two windows, but obviously it wouldn't be made out of  
16 powder-coated aluminium, obviously for technical  
17 reasons.

18 Q. Do you happen to know whether any of the existing doors  
19 that were being replaced were aluminium or not?

20 A. I can't recall.

21 Q. Then you go on in the next paragraph to talk about  
22 discussion about the panels, and you say in the middle  
23 of that paragraph:

24 "As previously stated, the fire resistance aspects  
25 of the panels were not discussed during the meeting and



1 I am not aware of any subsequent discussions regarding  
2 building regulation B4, relating to the vertical spread  
3 of fire."

4 I thought a few moments ago you were saying that  
5 there had been some kind of discussion about the panels  
6 to the effect that there was no point having  
7 fire-resisting panels because the window and door  
8 arrangement as a whole wasn't fire-resisting?

9 A. There wasn't a discussion on that. That's -- that's to  
10 do with the door and the mainframe of the door, so when  
11 Nick Coupe from Symphony suggested a door blank, he  
12 originally suggested trying to find a method of putting  
13 an FD30 door leaf on an aluminium mainframe.

14 Q. You had the information, did you not, to work out that  
15 the changes being discussed -- and that were ultimately  
16 made -- were going to put in materials that were less  
17 fire-resisting than what had been there before? Do you  
18 agree?

19 A. I'm not sure of all the -- all the door options, but in  
20 fact the windows -- the solid windows with the asbestos  
21 element, yeah, I agree with that.

22 Q. You say in 613, at the end of the paragraph we were  
23 looking at:

24 "As with other projects, I will raise issues if  
25 there is an obvious cause for concern but in this

1 instance, no such issues occurred to me."

2 A. Correct.

3 Q. Then you say this:

4 "But even if they had, I would also have considered  
5 that there was an alternative escape route, ie the dwarf  
6 doors."

7 By the "dwarf doors", do you mean the half-size  
8 doors from one bedroom to another?

9 A. No. As you enter the property, before you -- if you go  
10 past the stairs, you go into the -- a second bedroom,  
11 and there's a cupboard under the stairs that leads into  
12 an under-the-stairs area, and there's another dwarf door  
13 that goes back into the corridor. That's generally what  
14 SBDS was protecting as a fire corridor compartmentation,  
15 because --

16 Q. I understand what you mean and the members of the jury  
17 have been to Lakanal House so they understand the door  
18 you're referring to.

19 A. Okay.

20 Q. Are you saying at page 613 that this is a thought that  
21 occurred to you at the time or are you saying you didn't  
22 think about this at all at the time but if you had done,  
23 this is something that you might have borne in mind?

24 A. I knew that SBDS was concerned on protecting that  
25 corridor by the fire-rating mastic and assessing the

1 fire doors, and therefore I presumed that that was --  
2 they were taking that as their primary and alternative  
3 fire escape route.

4 Q. I referred you earlier to the fact that in your first  
5 statement you said:

6 "I believe that neither panel had good resistance to  
7 fire in the first place."

8 I think that being neither the aluminium panel nor  
9 the composite panel with the Trespa outer sheets. I'll  
10 show you that if you like. Page 609. Is that something  
11 that you thought about at the time?

12 A. At the time of the meeting in May, there was -- there  
13 was no thought on that. It's a -- it's something that  
14 discuss -- was discussed in this interview.

15 Q. Is this a thought that you had before the fire at  
16 Lakanal House or afterwards?

17 A. Afterwards.

18 Q. Let me ask you then about an event that occurred and  
19 a decision that fell to be made also relating to doors  
20 and balconies, but rather later on in the chronology of  
21 the works done by Apollo.

22 This is in January 2007. If we look at page 2992 in  
23 file 8. We're looking here at an email from you to  
24 Annabel Sidney. The price for replacing fire escape  
25 doors is given. There are four doors per balcony floor

1 and seven balcony floors. Just pausing there, I'll show  
2 you a photograph of what I think you're talking about.  
3 Photograph 37 in tab 13 of the jury bundle. Is that  
4 what you're talking about there?

5 A. That's correct.

6 Q. So there's four per alternate floor.

7 A. The reason this originated is when site operations were  
8 carrying out the communal decorations, they were saying  
9 this was in a poor state of repair and to -- and it  
10 might be an option to renew them.

11 Q. If you have a look in the bundle you're in at page 3033.  
12 This is progress meeting number 11, 23 January 2007. If  
13 we look at the bottom of the page:

14 "It was noted that the quotation provided by Apollo  
15 for the fire escape balcony doors was for a timber  
16 fire-rated door and not metal. CPM [that's  
17 Annabel Sidney] advised that this was not suitable as  
18 the existing were metal."

19 Now, is that not a discussion about the suitability  
20 of fire-resisting materials comparing the existing  
21 material in place with what it is proposed to replace it  
22 with?

23 A. It's not so much a discussion. It was -- I think it  
24 might be worded that way. I recall it basically as:  
25 "We're too near the end of the job. I'd rather not

1 start instructing work."

2 Q. But what is being discussed there is replacing the fire  
3 escape balcony doors that we've looked at.

4 A. Yeah.

5 Q. And it is being noted that the product you were  
6 proposing by way of a quotation that you provided was  
7 made of timber; that's right, isn't it?

8 A. An FD30 timber door blank, yeah.

9 Q. And the door which was in place at the time and  
10 therefore fell to be removed and replaced was currently  
11 made of metal; that's right?

12 A. Correct.

13 Q. And what is being said here is that Annabel Sidney said  
14 that it wasn't suitable, it wasn't appropriate to  
15 replace a metal fire-rated door with a timber one  
16 because the existing one was metal; is that right?

17 A. Correct.

18 Q. Do you recall this at all?

19 A. I -- I recall that it was -- I recall that the  
20 instruction was: "It's too near the end of the job. We  
21 just need to carry on what we're doing."

22 Q. But it doesn't look here as if it's about it being too  
23 near the end of the job, does it? It's about the  
24 suitability of replacing a metal door with a timber  
25 door, isn't it?

1 A. Yeah, well, that's what it's worded at, but -- yeah.  
2 I -- I recall the discussion I had in the site  
3 operation, so ...

4 Q. Were you already aware at that time -- I think you  
5 were -- that there were circumstances in which it  
6 wouldn't be suitable to replace one material with  
7 another because the new material might have less good  
8 fire-resisting qualities than the previous one?

9 A. As a general point, yeah.

10 Q. Was there any discussion around this time about whether  
11 that principle in relation to these specific fire escape  
12 balcony doors might have any wider application in the  
13 building?

14 A. No.

15 Q. And if at any point at this time people had suddenly  
16 thought to themselves, "Well, hang on a minute, aren't  
17 there other places in the building where we have  
18 replaced materials, putting in new materials that have  
19 less good fire-resisting qualities", what would the  
20 implications have been for the project?

21 A. What, if somebody said, "Can we review all the  
22 materials?"

23 Q. If somebody had identified a specific area of the  
24 building where that same principle applied, namely:  
25 "Hang on a minute, we've taken something out that had

1 certain fire-resisting qualities and put in a material  
2 with less good fire-resisting qualities."

3 A. We'd have looked into it.

4 Q. Finally, if I deal with three very short separate  
5 topics, firstly about the FENSA certificates that were  
6 received in 2007 from Symphony Windows. If we could  
7 look at page 3956 in file 10.

8 As I understand it, this is Symphony Windows sending  
9 your office FENSA certificates. Then if we look at  
10 3965, the same woman's name that we've just seen as  
11 having received the certificates sent them on to SBDS.  
12 The short question is: is this something that would be  
13 handled by administrative staff at Apollo without your  
14 involvement?

15 A. We would set up a file of what kind of certificates are  
16 required, ie NIC, FENSA, and then the administrator,  
17 Sonia Graham, would make sure they were there when we  
18 were in line with the progress.

19 Q. Is that something that you would have an interest in  
20 checking at that stage?

21 A. Only if we get to the end of the job and we haven't got  
22 certificates.

23 Q. So it's simply a question of checking that the  
24 certificates exist?

25 A. Yes.

1 Q. Rather than the contents of them?

2 A. Correct.

3 Q. Then the second of these three short topics relates to  
4 the works done on the electrical cabling above the  
5 suspended ceiling. If I could ask you to have a look at  
6 page 3812, also in file 10. It's an email from Barry  
7 Langridge to Annabel Sidney, copying you in. In the  
8 third paragraph:

9 "The ceiling panels that we have had to take down  
10 are due to ongoing works for the lateral mains and  
11 lighting in the corridors. We can assure that these  
12 panels will be reinstated by the end of business on  
13 Friday, 16 March."

14 Is it right that in order to carry out the  
15 electrical works in the property it was necessary for  
16 the suspended ceilings to be removed and subsequently  
17 put back-up?

18 A. Partially. The Formica ceilings are in three sections  
19 along and the size is about 900 by 600, so you would  
20 remove the middle section every two metres, where one  
21 electrician would go on one end of the panel and then  
22 they'd pass the lateral mains to the other electrician  
23 and work down the corridor.

24 Q. Did you at any point go into Lakanal House at a time  
25 when the suspended ceiling was partially removed and



1 look up into the cavity above?

2 A. No.

3 Q. Did anyone ever tell you if they had noted anything of  
4 significance in the cavity above the suspended ceiling?

5 A. No.

6 Q. So nobody, for example, ever said to you that the cavity  
7 was undivided above the suspended ceiling, with no fire  
8 breaks in it?

9 A. No.

10 Q. Finally, a topic just to confirm with you that the paint  
11 that was used in the communal corridors was a Tor paint  
12 with specific fire-resisting properties. Was that your  
13 understanding?

14 A. Yes. Torrex is a product from Tor with fire-resistant  
15 properties on there specified by Tor, yeah.

16 Q. Just to show you three documents to support what you say  
17 on this. Firstly if we look at 3805. This is the clerk  
18 of works weekly report. We're looking at the Monday, at  
19 the bottom of the entry in relation to Monday, 5 June:

20 "Decorating to the front doors of the flats and the  
21 application of the Tor coating is being carried out to  
22 the internal corridors."

23 Then if we look at 3884. It may be sufficient for  
24 me to show you this on the screen. This is in the  
25 documents that Apollo provided at the end of the job.

1 This is a schedule of products used.

2 A. Yeah.

3 Q. You can see at the top 3885, reference to "Torrex fire  
4 upgrading AG".

5 A. Correct.

6 Q. So that confirms your understanding that the paint used  
7 on the communal corridors was a specific product  
8 manufactured by Tor with some fire-resisting qualities?

9 A. Also, the installation team that -- actually the  
10 painters had to go on a Tor training course to use it.

11 Q. That's helpful. Thank you.

12 Mr Cousins, thank you very much. Those are my  
13 questions. I imagine we'll have a break now, but there  
14 will be questions from others after the lunch break.

15 THE CORONER: Yes, Mr Cousins, we'll have a break for lunch  
16 now. Remember what I said in our morning break, please:  
17 no talking to anyone at all, so the safest option is to  
18 have lunch by yourself. Please be back for a start at  
19 about 2.05, thank you.

20 Members of the jury, back for a start at 2.05,  
21 please. Thank you.

22 (1.03 pm)

23 (The short adjournment)

24 (2.03 pm)

25 (In the presence of the Jury)

1 THE CORONER: Yes, thank you. I think you'd finished your  
2 questions, Mr Maxwell-Scott?

3 MR MAXWELL-SCOTT: Yes, I had, thank you.

4 THE CORONER: Yes. Mr Hendy, do you have any questions?

5 Questions by MR HENDY

6 MR HENDY: Thank you, madam. Mr Cousins, my name's Hendy.

7 I represent members of the bereaved families. Can I ask  
8 you first a little bit about your qualifications.

9 I don't think we need it up, but you were asked about  
10 page 4296. You have a degree in quantity surveying,  
11 a Bachelor of Science?

12 A. Correct.

13 Q. What year did you take that qualification,  
14 approximately?

15 A. 2000/2002.

16 Q. About 2000. Where did you do that degree?

17 A. Anglia Polytechnic.

18 Q. You're a member of the Institute of Builders. Is that  
19 membership dependent upon passing examination?

20 A. With the relevant qualification experience, only certain  
21 members would be called in for an interview, yeah.

22 Q. Mr Cousins, if you would kindly direct your answers to  
23 the jury. It's my ears that are letting me down. If  
24 you direct towards me, I can't actually pick up your  
25 answers from the microphone. Thank you very much. In

1 your witness statement, page 612, if we could just have  
2 that up to remind ourselves, in the fourth paragraph,  
3 the bottom paragraph on the screen, you say:

4 "In my field of employment I have knowledge of  
5 building regulations but detailed considerations would  
6 be a team issue and, as previously referred, I would  
7 appoint a lead architect or consultant when the need  
8 arose."

9 But the building regulations for a person in your  
10 position is bread and butter, isn't it?

11 A. Not necessarily a detailed knowledge of it, no.

12 Q. You've done a lot of work on projects for Southwark  
13 Council?

14 A. Correct.

15 Q. To which the building regulations apply?

16 A. Correct.

17 Q. You've worked for other councils?

18 A. I've -- no.

19 Q. No? What about other forms of social housing, housing  
20 associations and so on?

21 A. Sorry, I've worked for other main contractors who have  
22 worked for councils, yes.

23 Q. If we look at page 613, in the middle paragraph on that  
24 page, we see that five lines up from the end of that  
25 paragraph, you refer to "building regulation B4,

1 relating to the vertical spread of fire". That's  
2 a provision with which you are familiar?

3 A. Only in the interview. It was a specific request from  
4 the interviewee, was I aware of anything on B4.

5 Q. Does that mean that you didn't know that regulation B4  
6 related to the spread of fire prior to being asked this  
7 question in this interview?

8 A. I -- I'm aware -- not aware of B4 specifically, yeah,  
9 correct.

10 Q. Were you aware prior to this interview that the building  
11 regulations applied to the vertical spread of fire?

12 A. I was aware of the -- that part B of the building  
13 regulations had to do with fire protection, yes.

14 Q. Presumably, in your work for Apollo, you were well aware  
15 that Apollo, as a contractor carrying out works to which  
16 the building regulations applied, had a duty, a legal  
17 duty, to comply with the building regulations?

18 A. I agree.

19 Q. Can we just remind ourselves of provisions 3 and 4 of  
20 the building regulations, which I think Mr Atkins was  
21 kind enough to say he could get onto screen for us.  
22 Thank you. Regulation 3. You've seen these regulations  
23 before, of course?

24 A. This detailed one I saw yesterday for the first time.

25 Q. I'm sorry?

1 A. This document here I've seen yesterday for the first  
2 time.

3 Q. You've never seen the building regulations before?

4 A. I've seen building regulations before but this  
5 particular document --

6 Q. These are the building regulations.

7 A. The building regulations are a suite of documents, so  
8 I've seen loads of documents.

9 Q. Are you perhaps referring to a document like this?

10 A. Correct.

11 Q. This is the building regulations approved document B,  
12 which contain, as well as the building regulations,  
13 a code of practice and guidance in relation to them,  
14 right?

15 A. Correct.

16 Q. Well, let's leave aside the code of practice and the  
17 guidance. Let's just focus on what the building  
18 regulations themselves say. If we look at regulation 3  
19 on this page in front of us, we can see that 3(1) says:  
20 "In these regulations, 'building work' means ..."  
21 And then it sets out various possibilities, amongst  
22 which is 3(1)(c), a couple of lines further down, which  
23 refers to "the material alteration of a building". We  
24 can see that that is defined at 3(2), a little bit  
25 further down. Mr Atkins is putting the cursor near it

1 now. Can you see 2 there?

2 A. Yeah.

3 Q. "An alteration is material for the purposes of these  
4 regulations if the work, or any part of it, would at any  
5 stage result (a) in a building [leave aside controlled  
6 services or fittings] not complying with a relevant  
7 requirement where previously it did; or (b) in  
8 a building which, before the work commenced, did not  
9 comply with the relevant requirement being more  
10 unsatisfactory in relation to such a requirement."

11 We can see in 3 that "relevant requirement" means  
12 the requirement of schedule 1.

13 If we look onto the next page, if Mr Maxwell-Scott  
14 would be so kind, to regulation 4, that says:

15 "4(1). Building work shall be carried out so that:

16 "(a) It complies with the applicable requirements  
17 contained in schedule 1."

18 And 4(2):

19 "Building work shall be carried out so that, after  
20 it has been completed, (a) any building to which  
21 a material alteration is made [we can ignore the next  
22 bit] ... complies with the applicable requirements of  
23 schedule 1, or, where it didn't comply with any such  
24 requirement, is no more unsatisfactory in relation to  
25 that requirement than before the work was carried out."

1           Now, there can be no doubt, Mr Cousins, no doubt  
2           whatever that Apollo were going to carry out building  
3           work; agreed?

4    A.   Correct.

5    Q.   And therefore if these regulations applied at all, they  
6           applied to Apollo?

7    A.   Correct.

8    Q.   Do you agree that the building regulations applied to  
9           the works which Apollo were planning to carry out?

10   A.   Yeah, yeah.

11   Q.   Do you agree, therefore, that Apollo had a legal duty to  
12           comply with the building regulations in carrying out  
13           that work?

14   A.   I presume so.  I'm not a legal expert.

15   Q.   I understand that.  So Apollo had a duty to make sure  
16           that, for example, the works that it undertook made the  
17           building no worse in relation to protection against  
18           spread of fire than it had been before?

19   A.   That's what it means, yeah.

20   Q.   Can we just have a look, please, at 2056, which is in  
21           volume 6.  Mr Maxwell-Scott showed you this email, which  
22           is dated 25 May 2006, the email at the bottom from  
23           Annabel Sidney to yourself.  Ignoring the first two  
24           sentences, she continues:

25           "Please could you advise me what thickness of Trespa



1 panel would be required, please, on the external face."

2 You replied at 2055 -- or Mr White, rather, replied,  
3 at 2055, copied to you:

4 "The overall size of the Trespa panel is  
5 28 millimetres and the external face thickness required  
6 will be 3 millimetres."

7 Now, the duty on Apollo to comply with the building  
8 regulations in relation to the spread of fire applied  
9 throughout to all your building works, but here was  
10 an opportunity, where you were being specifically asked  
11 about a particular product, to say, "Hang on a minute,  
12 this product does not comply with building regulations";  
13 do you agree?

14 A. I'm unsure whether it complies with the building  
15 regulations.

16 Q. Well, I think Mr Maxwell-Scott has already established  
17 with you that Trespa panels installed under the bedroom  
18 windows was more combustibile than the asbestos which had  
19 been there before, and therefore it was inferior so far  
20 as the spread of fire was concerned; agreed?

21 A. Only when it's in isolation of a panel without any  
22 mainframe; correct.

23 Q. You're not suggesting to the jury, are you, that the  
24 Trespa panels at Lakanal House which were installed were  
25 as resistant or more resistant than the asbestos panels

1           that had been there before?

2    A.   I'm not suggesting that at all.

3    Q.   Because we know -- the jury know -- that the fire

4           resistance of those Trespa panels was four and a half

5           minutes. Did you know that?

6    A.   No, I didn't.

7    Q.   So I put it to you again: the duty was on Apollo

8           throughout in relation to its building works, but here

9           was an opportunity when Apollo, through you, could have

10          said to Annabel Sidney: "We are replacing an inferior

11          fire-resistant product here. This does not or may not

12          conform to our obligations under the building

13          regulations, our obligations as Apollo"?

14   A.   Again, in isolation of a panel, correct.

15   Q.   Well, make clear to the jury, Mr Cousins, exactly what

16          it is that you're saying to them.

17   A.   What I'm saying is: if you put any panel in a mainframe

18          or a subframe, the fire-rating of that compartment is

19          only as good as the weakest point. Therefore if you've

20          got a fire-rated panel in an non-fire-rated screen, that

21          screen is non-fire-rated.

22   Q.   So it really doesn't matter whether you put matchwood in

23          those panels, does it? Is that what you're saying to

24          the jury?

25   A.   I'm not saying that at all.

1 Q. No. And you're not suggesting that that process of  
2 thought that you just explained to the jury is the  
3 reason why you didn't take this opportunity to say to  
4 Annabel Sidney: "Hang on, we may be in breach of the  
5 building regulations"?

6 A. At the time there was no thought on that.

7 Q. Do you agree with me that the fact that there was no  
8 thought on it is a lamentable reflection on Apollo's  
9 performance?

10 A. No.

11 Q. Can you explain to the jury why it's not?

12 A. If something had been obvious, like you suggested  
13 earlier about putting matchwood in panels, I would have  
14 said, "There is an issue here." The fact that we'd  
15 already -- we'd already discussed in the meeting of May  
16 that these screens could not be fire-rated for the fact  
17 of the profile. Therefore I was already on the working  
18 assumption that these screens would not be fire-rated.

19 Q. Well, let's leave aside for a minute how that relates to  
20 the evidence that you gave this morning. Let's proceed  
21 on the basis that there was a discussion at that meeting  
22 about the fact that the screens couldn't be fire-rated.  
23 Just explain to the jury why it was, then, that you  
24 didn't say, "Well, if the screens are not fire-rated and  
25 we're putting in an inferior product, we, Apollo, will

1 be in breach of the building regulations and I will not  
2 tolerate that"?

3 A. (a) I wasn't aware that we were in breach of the  
4 building regulations, because SBDS and the client were  
5 focussing on the alternative means of escape under the  
6 stairs.

7 Q. I put it to you again, Mr Cousins, that it's  
8 a lamentable situation that you were not aware that this  
9 would breach the building regulations. You are  
10 a professional quantity surveyor, acting for a reputable  
11 company, undertaking a massive job, with hundreds of  
12 tenants whose lives may depend on conformity to the  
13 building regulations. It is lamentable that you didn't  
14 appreciate that the building regulations might be  
15 breached by putting in panels of an inferior  
16 fire-resistant quality. Agreed?

17 A. Not agreed.

18 Q. Why not?

19 A. As the reasons I've explained.

20 Q. You don't want to add anything to the jury then?

21 A. No.

22 Q. We've looked at provisions in the tender document which  
23 suggest that Apollo might be responsible for conforming  
24 to the regulations. I don't want to go to those again,  
25 but as I understand your evidence, you didn't notice

1           those provisions?

2    A.   Correct.

3    Q.   Is there somebody in Apollo whose job it was to go  
4           through contractual documents to ascertain what the  
5           potential liability of Apollo is?

6    A.   Yes.

7    Q.   Did they do so?

8    A.   I'm unaware.

9    Q.   If they did so, did anybody draw to your attention that  
10           Apollo were taking on a responsibility to conforming to  
11           various standards and regulations?

12   A.   No.

13   Q.   If they noticed them, should they have done so?

14   MR COMPTON:   With respect, I'm not sure --

15   MR HENDY:   I withdraw the question.

16   MR COMPTON:   Thank you.

17   MR HENDY:   Can I turn, Mr Cousins, to the issue of Building  
18           Control.  You told the jury this morning, in answer to  
19           Mr Maxwell-Scott, that the question of Building Control  
20           is one of the five things about which you would have  
21           sought confirmation, yes?

22   A.   It's one of the five things that if it's not mentioned  
23           in the meeting I will bring up; correct.

24   Q.   Can we just look at 1451.  You recall --

25   THE CORONER:   Sorry, can you just wait for Mr Cousins to

1 find the page.

2 MR HENDY: It's paragraph 5.1 at the top of page 1451.

3 I wonder if we could -- thank you very much,  
4 Mr Maxwell-Scott.

5 Mr Maxwell-Scott asked you about this entry and  
6 where it appeared in subsequent minutes and subsequently  
7 disappeared. In relation to this particular entry, on  
8 this page, "CPM to check with Building Control re  
9 requirements for roof re-covering", you told the jury  
10 this morning -- and I noted it down -- that Building  
11 Control "would have been ticked off my list in  
12 consequence of this"; is that right?

13 A. Not as in consequence. I mean that the client's aware  
14 of Building Control, they've mentioned it, it's in hand.  
15 So it would have been ticked off my list of items to  
16 discuss; correct.

17 Q. So you didn't need any assurance about Building Control  
18 in relation to matters other than roof re-covering?

19 A. If the CPM had checked with Building Control, then  
20 Building Control, if they felt they needed to be on  
21 site, would have been on site.

22 Q. Because this entry doesn't give you any reassurance  
23 about Building Control's approval of any other aspect of  
24 the works that Apollo was to carry out, does it?

25 A. Correct.

1 Q. So why was it ticked off your list? Why didn't you  
2 raise the matter?

3 A. It was raised, with Building Control -- it was raised.  
4 So CPM to check with Building Control. Once Building  
5 Control are aware of the scheme, they are aware of all  
6 the (Indistinct) of the scheme and they will determine  
7 whether they need to be involved or not.

8 Q. That's not what this says, is it? It says to check with  
9 Building Control "re requirements for roof re-covering".  
10 It says nothing about checking Building Control about  
11 anything else.

12 A. When you contact Building Control, they want to know the  
13 scheme, the value, the scope of works.

14 Q. So what did you assume then? That once CPM had checked  
15 with Building Control on the requirements for roof  
16 re-covering, they would be crawling over this project  
17 thereafter to see what was and what was not within their  
18 jurisdiction?

19 A. Not so much crawling, but any obligation they needed to  
20 check with Building Control, they're aware of it and  
21 they would have been -- could have inspected it.

22 Q. For members of the jury that are not in the building  
23 trade or work in local authorities, can you just help us  
24 with this: we have the building regulations and the  
25 codes of practice and guidance and so forth which say

1           what works to buildings have to conform to, and then  
2           every local authority -- tell me if I have this right.  
3           There is a department called Building Control, and in  
4           Building Control --

5   THE CORONER:   Sorry, Mr Hendy, just before you -- sorry to  
6           interrupt your question, but we are going to be asking  
7           others who have this particular expertise, so I hope  
8           that you're not going to ask Mr Cousins questions which  
9           go outside the scope of his experience.

10   MR HENDY:   Not at all, madam.

11   THE CORONER:   Sorry, in that case you probably want to start  
12           your question again.

13   MR HENDY:   I want Mr Cousins' take on this.   Perhaps  
14           I shouldn't be supplying the words.

15           You just tell us what you understand a Building  
16           Control department in a local authority to do.

17   A.   Building Control has -- has two aspects.   They will look  
18           at pre-applications, proposed works, and they will also  
19           do post inspections on work that can fall under that.

20           It's not necessarily a local authority Building Control;  
21           it can be outsourced also.

22   Q.   It can be ...?

23   A.   Outsourced.

24   Q.   Outsourced.   I'm grateful.   And of course it's to  
25           Building Control that one has to give a building notice



1           and deposit plans in appropriate cases?

2    A.   Correct.

3    Q.   So when you were thinking about Building Control as one

4           of the five things on which you were seeking

5           confirmation, what you wanted to know is that Building

6           Control had been notified about these works to do

7           whatever it is that they felt they ought to do in

8           consequence of that?

9    A.   No, I was expecting to get a building that -- a Building

10           Control document, a reference number for key stages for

11           myself to contact Building Control, with the Building

12           Control officer's contact details.

13   Q.   Right, and had you got a number and the name of

14           an officer, your assumption would have been that your

15           works would have been inspected in due course?

16   A.   We would have contacted Building Control and they may or

17           may not inspect.

18   Q.   Right.  So once Building Control had been ticked off

19           your list in the way that you've described, you then

20           didn't anticipate having to get in touch with Building

21           Control or them then intervening in your project?

22   A.   Correct.

23   Q.   Now, can we look at your statement at page 612 again,

24           please, at the penultimate paragraph on that page, which

25           says:

1           "With reference to the window arrangement in  
2           Lakanal, it is my understanding that Building Control  
3           approval does not apply because of FENSA  
4           certification..."

5           In the same way that other works are covered by  
6           third party certification, and you point out that Apollo  
7           have issued FENSA certificates on completion.

8           Now, as I understand your evidence, you didn't  
9           appreciate until yesterday that FENSA certificates, if  
10          applicable at all, only applied to windows and not to  
11          panels next to or underneath them; correct?

12        A. Correct.

13        Q. You didn't understand also that because of the  
14          alteration to the building regulations made in 2002,  
15          FENSA certificates don't apply where work on windows is  
16          accompanied by other works?

17        A. Correct.

18        Q. Again, forgive me putting it to you in this way, but  
19          isn't it pretty appalling that a chartered surveyor in  
20          your position did not know those things before  
21          yesterday?

22        A. First of all, I'm not a chartered surveyor.

23        Q. Sorry, forgive me. You are --

24        A. Apology accepted. Secondly, we have done several  
25          projects with a client with this form of contract and

1 a FENSA certificate has been approved and used in -- in  
2 that instance.

3 Q. Can we assume that you've never read the regulations  
4 which set up the FENSA scheme?

5 A. Not in detail; correct.

6 Q. Where FENSA does apply -- or the works to which FENSA  
7 does apply -- of course, it doesn't exclude the  
8 application of the building regulations, does it?

9 A. As I found out yesterday.

10 Q. All it does is to remove the requirement to deposit  
11 plans or to lodge a building notice with Building  
12 Control?

13 A. As I found out yesterday.

14 Q. From which the jury must conclude, must they, that until  
15 yesterday, your understanding was that if there was  
16 a FENSA certificate in relation to works, including  
17 panels below windows, not merely did you not have to  
18 notify Building Control, but you didn't have to comply  
19 with the building regulations either?

20 A. The first part, correct; the second part, incorrect.

21 Q. Then I misunderstood your earlier answer. A FENSA  
22 certificate, where applicable, where valid, means that  
23 you don't have to submit a building notice and plans to  
24 Building Control?

25 A. Correct.

1 Q. A FENSA certificate does not mean that you are exempted  
2 from the building relations in relation to those works?  
3 A. Sorry, say that again? Sorry, a FENSA certificate ...?  
4 Q. Yes, if you have a FENSA certificate, it doesn't mean  
5 that the building regulations don't apply to the work in  
6 question?  
7 A. Correct.  
8 Q. So the fact that you thought that there was a FENSA  
9 certificate meant that if the building regulations  
10 applied to the panels you still had to comply with the  
11 building regulations?  
12 A. Correct.  
13 Q. Yes. Can I ask you to look at page 609 of your witness  
14 statement, please. At the end of the first big  
15 paragraph on that page, you conclude with a sentence  
16 that Mr Maxwell-Scott asked you about:  
17 "The fire resistance aspects of this panel change  
18 were not discussed."  
19 I just want to you to explain to the jury -- you may  
20 have done it already but just explain to them again why  
21 it was that you didn't discuss the fire resistance  
22 aspects of the panel change below the windows?  
23 A. It just wasn't discussed in the meeting.  
24 Q. Why didn't you raise it?  
25 A. Because it sits in a profile that's not FD30 compliant.

1           So as classifications go, you either have an F -- FD30  
2           or an FD60, as in a fire rating.

3   Q.   In your next sentence you say that you believe that  
4           neither panel had a good resistance to fire in the first  
5           place.  Indeed, you think that the Trespa panel might  
6           have had a better resistance to fire than the aluminium  
7           panel.  But I think you told Mr Maxwell-Scott that's  
8           just a reflection after this fire and in the light of  
9           the forthcoming inquest; is that right?

10  A.   That was at the time of this interview, yeah.  I've  
11           since learned since the inquest has moved on that it's  
12           not the case.

13  Q.   In the many documents relating to the panel change which  
14           you saw this morning, there is not a single reference to  
15           the composition of the infill between the Trespa outer  
16           and inner faces, is there?

17  A.   I don't believe so.

18  Q.   Do you agree with me that it was incumbent upon you, on  
19           behalf of Apollo, to ask whether the infill, the meat in  
20           the sandwich, was combustible or non-combustible?

21  A.   I would have gone to the original specification on that.

22  Q.   I'm sorry?

23  A.   I would have referred to the original specification.

24  Q.   The original specification says nothing about the  
25           combustibility of the infill, so I'm asking to you

1 explain to the jury why you didn't raise that matter, to  
2 ask what the infilling would be and to ensure that it  
3 was not combustible.

4 A. I would be -- if it's not specified, I would be  
5 expecting the infill of the panel to be the industry  
6 norm.

7 Q. And was the industry norm combustible or non-combustible  
8 in your view?

9 A. I'm unaware.

10 Q. You should have been aware, shouldn't you?

11 A. Is that an opinion?

12 Q. It's a question. I'm asking you to explain yourself to  
13 the jury.

14 THE CORONER: Sorry, one moment, Mr Hendy. Yes, Mr Compton?

15 MR COMPTON: Madam, can I just ask that the jury go out for  
16 a moment, please?

17 THE CORONER: Yes. Could we just have five minutes.

18 MR HENDY: Well, if we're going to take time over this,  
19 I will simply withdraw that question. Does that help?

20 THE CORONER: Yes, it might help. I just hope that the way  
21 in which you are putting your questions can just be  
22 toned down a little bit, Mr Hendy.

23 MR HENDY: Certainly. I'm happy to do that. I'm coming to  
24 the end of them as well.

25 In fact, I only have two more matters to raise with

1           you, Mr Cousins, and they're very short. At the end of  
2           your witness statement at page 614, in the last  
3           paragraph, you say:

4                     "We have been referred to a clause in the contract  
5           and an apparent suggestion by SBDS that we did have  
6           contractual responsibilities with regard to Building  
7           Control approval and building regulations. However,  
8           rather than look at this in isolation, we will examine  
9           the contract in its entirety and respond accordingly."

10                    Do you know if you or Apollo ever did respond  
11           accordingly?

12   A. I'm unaware. That's currently with the legal team.

13   Q. The final question was this: you told the jury in answer  
14           to Mr Maxwell-Scott that your company had arranged to  
15           repaint the corridors with Torrex fire-resistant paint.  
16           We know from Mr Crowder that the painted surfaces of the  
17           walls in the 11th corridor caught fire, not least  
18           because there were ten coats of paint on them. When you  
19           are applying a fire-resistant paint, should it not be  
20           the normal case to make sure that the paint layers  
21           underneath are either fire-resistant or are removed?

22   A. It's normal practice to do a hatch test of it to make  
23           sure (a) the existing surfaces are either non-friable or  
24           still -- still have an adhesion to it. That would have  
25           been carried --

1 THE CORONER: I'm sorry, I'm not sure that actually  
2 addresses the question. The question was about looking  
3 at the paint underneath.

4 A. Yes. So as long as the -- as long as the layers of  
5 paint still have an adhesive quality and it's not  
6 a friable material then we wouldn't strip it back. If  
7 you look at the Tor specification in the contract,  
8 that's exactly what it says.

9 MR HENDY: So you wouldn't normally test to see whether  
10 they're combustible or not?

11 A. No, you'd follow the specification to make sure that the  
12 existing surfaces are still an adhesion of good quality.

13 Q. Thank you very much, Mr Cousins.

14 THE CORONER: Yes, Mr Matthews.

15 Questions by MR MATTHEWS

16 MR MATTHEWS: Can I ask, just on what you have just been  
17 asked --

18 THE CORONER: Sorry, can you put your microphone on.

19 MR MATTHEWS: I'm so sorry. You would have thought I'd have  
20 remembered by now but I haven't.

21 Could I ask that you have a look at page 3658. It  
22 really is only just because we've been asked about Tor  
23 and you've referred to a specification. 3658.

24 THE CORONER: File 10, I think.

25 MR MATTHEWS: It may be you're able to help us, it may be



1           you're not.  If we look at 3659, we can see this is  
2           a letter to Annabel Sidney from the Communal Area  
3           Product Manager of Tor.  Tor are the producers of this  
4           fire-resistant paint system?

5   A.  They both wrote the specification for this and supplied  
6           the paint.

7   Q.  Right.  Is this what you were referring to in terms of  
8           the specification for how the Tor point was to be  
9           applied?

10  A.  The test is what's called the cross -- the cross-cut  
11           test.

12  Q.  Which is what?

13  A.  The hatch test to see what delaminates and friable  
14           material.

15  Q.  We can see from this that the recommendations were, in  
16           this case:

17           "Adhesion was good and I have included our Torrex  
18           fire upgrading AG system."

19           Is that what was finally applied?

20  A.  Yeah, the -- the installers have been on the Tor  
21           training course.

22  Q.  Okay.  I think that's all I need to ask you about that.  
23           It was only because you were just asked.

24           Can I move to something entirely different.  It's  
25           page 1557.  Forgive me, madam, I don't know what volume.

1 I should know. Volume 4, I'm told. This is a letter --

2 THE CORONER: Sorry, can you just wait for Mr Cousins to

3 find it.

4 MR MATTHEWS: Sorry.

5 A. It's all right, it's on the screen.

6 THE CORONER: No, find it if you would like to. 1557.

7 A. Yeah.

8 MR MATTHEWS: So this is a letter from you to Symphony

9 Windows. We can see the date is 17 March 2006, so

10 that's after the pre-contract meeting that you had which

11 we've looked at, which I believe was in February.

12 A. Correct.

13 Q. Before I ask you about this, is this right: before that

14 pre-contract meeting that you had with SBDS, you would

15 have had an internal meeting where the contract was

16 handed over to you from the contracts side of Apollo?

17 A. I'm not sure when the handover meeting occurred.

18 Somewhere in these bundles I've seen that, but

19 I don't -- I'm not sure the date of it, whether the

20 pre-contract meeting occurred prior to the handover or

21 vice versa.

22 Q. You think you've seen a note of a pre-contract meeting?

23 A. Yes.

24 Q. Internal to Apollo?

25 A. Yes, it's an internal document.

1 Q. Okay. Let me ask this a different way, then.  
2 17 March 2006. By this date, would that internal  
3 meeting have happened?  
4 A. Highly likely, but couldn't -- without getting the date,  
5 I couldn't exactly guarantee.  
6 Q. Let me see if I can help you. If you look to the first  
7 page that's enclosed with this letter -- so that's 1558.  
8 A. Yeah.  
9 Q. This is in your handwriting, isn't it?  
10 A. Correct.  
11 Q. Because we can see your signature at the bottom. Can  
12 you tell us, what is this sheet, this handwritten,  
13 filled-in sheet?  
14 A. This is the -- a subcontract order sheet, so this  
15 basically instructed all the particulars of an order  
16 that would go to a sub -- specialist subcontractor.  
17 Q. So this is you, on behalf of Apollo, placing the  
18 contract between Apollo and Symphony with Symphony?  
19 A. Correct.  
20 Q. This must have occurred after the internal handover  
21 meeting?  
22 A. Not necessarily. Depending on people's diaries, I might  
23 have -- and depending on the client's urgency to get  
24 a job to site, I might have had to borrow some files to  
25 get the some of the critical project -- some of the

1 critical activities, such as scaffolding and windows,  
2 underway before this meeting might have occurred.

3 Q. Right. Then I should have asked it a little more  
4 clearly. I put it that way because I thought your  
5 evidence was that it was with those contract people, the  
6 estimators, that you decided who should have these  
7 various subcontracts?

8 A. No, that was the discussion after that handover meeting,  
9 where myself and my line manager took a look at their  
10 work loads, current issues after the handover meeting.  
11 But depending on the date of it, I might have had to  
12 pull two subcontract packages out before to get  
13 a site -- get the operations on site going.

14 Q. Right, so it may be that you have placed this contract  
15 with Symphony before the internal handover meeting?

16 A. Possibly.

17 Q. Well, have a look at the details that you've written in  
18 here. It's in the middle of the page, under:

19 "Please supply all labour/parts/materials to execute  
20 the above section of work in accordance with the  
21 following documents."

22 And you've written in:

23 "Terms and conditions listed below and overleaf."

24 You've written:

25 "Planning supervisor: SBDS."

1           Then you've written:

2           "Form of main contract: GC works with amendments."

3           Where would you have got that from?

4   A.   For me to place this order, I'd have either had to have

5        had that estimating handover meeting or I'd have had to

6        have borrowed the files from estimating to carry out

7        this order.

8   Q.   If we look down to "Description of work in brief", what

9        you've written there is:

10           "Design (fit for purpose), supply, delivery of

11          windows, removal and installation of new windows and

12          doors as per specification project particulars."

13           Where would you have got the description of work

14          that I've just read out from?

15   A.   What, where it says "Design (fit for purpose)"?

16   Q.   Yes.

17   A.   I'd have put that together myself.

18   Q.   Perhaps we should look and see what you put together,

19        then, with this sheet. You filled out that sheet in

20        your handwriting, and the pages that follow, then, as

21        part of the enclosures, have you pulled them together

22        from files?

23   A.   Some of our Apollo documents and some of the files,

24        yeah.

25   Q.   But what I'm asking you is: who's put this letter

1           together? You've filled that out.

2    A. I have, yeah, personally.

3    Q. We can see at 1561 and 1562/3 part of the particulars

4           that you've included.

5    A. The bill of quantities.

6    Q. You call it the bill of quantities. Where would you

7           have got that from?

8    A. The tender documents.

9    Q. And also at 1564 the window programme. Where would you

10           have got that from?

11   A. I'd have put that together myself.

12   Q. Can I ask you then -- back to page 1558 -- why did you

13           come up with the words "design, supply, delivery of

14           windows"?

15   A. Because the window -- the window installer, Symphony

16           Windows, need to actually go to site to measure the

17           bespoke openings. They also need to make sure these

18           windows work, and operationally, rather than just take

19           them verbatim from the drawings.

20   Q. What about the word "design"?

21   A. So they need to make it work on site. They need to get

22           it to work on site.

23   Q. So in your mind are they designing the windows?

24   A. They're designing them to go into the aperture. They're

25           not designing the profile to be used and what to be used

1           where.

2   Q.   Would you have had any of the terms of the contract to  
3       find the words "GC works with amendments"?

4   A.   I -- I couldn't have put this subcontract together  
5       without the tender documents.

6   THE CORONER:   When you're talking about tender documents,  
7       which tender documents are you talking about?

8   A.   The tender documents produced by SBDS to allow us to  
9       price the work.

10  THE CORONER:   So as between SBDS and Apollo?

11  A.   Yes.

12  THE CORONER:   Yes.

13  MR MATTHEWS:   Thank you.   That's all I'll ask.

14  THE CORONER:   Thank you.   Mr Leonard.

15                               Questions by MR LEONARD

16  MR LEONARD:   Can we just stay with that page for the moment  
17       and perhaps find some support for the working definition  
18       of "design" that you've just given us by looking in  
19       line 2, which I don't think Mr Matthews necessarily  
20       touched on -- he may have done -- wherein it says:

21               "Removal and installation of new windows and doors  
22       as per specification project particulars."

23               Yes?

24  A.   (The witness nodded)

25  Q.   That being, I venture to suggest, where the design in

1 the true sense of the profile of these windows was to be  
2 found, yes?

3 A. Correct.

4 Q. Can I ask us to think just briefly together about the  
5 meeting of 3 May. As I understand your position, prior  
6 to that date, the notion of a change of aluminium facing  
7 to the insulation panels from aluminium to Trespa had  
8 not been discussed?

9 A. Correct.

10 Q. Is that the best of your recollection? All right.

11 A. That's correct, yeah.

12 Q. Let's work on that basis for the moment. The means by  
13 which it arose was as a result, as I understand it, to  
14 your recollection, of a conversation between a gentleman  
15 from SAPA and Annabel Sidney, yes?

16 A. Well Annabel Sidney started talking about colour  
17 schemes, tones and differences of different panels, how  
18 it'll look. Then there was a discussion on how  
19 aluminium could be scratched by people walking past  
20 because it was common to actually -- other people to put  
21 their rubbish out on this walkway, and then, on their  
22 way to work, take it down this walkway and obviously  
23 there was rubbish bags on -- on the walkways during the  
24 programme, and so it was basically: are these aluminium  
25 panels going to match up to the day-to-day issues that



1           are going to come up with --

2    Q.   Wear and tear?

3    A.   Yeah.

4    Q.   And as a consequence of that conversation between

5           Annabel Sidney and Mr Hurrell, as I understand your

6           evidence --

7    A.   Well, Mr Hurrell and Mr Coupe, to be fair.

8    Q.   Mr Coupe, though, as I understand your position, didn't

9           suddenly say, by way of volunteering it in this meeting:

10           "By the way, why don't we talk about changing the

11           aluminium facings to Trespa facings", did he?

12   A.   Not at all. This was a solution, provided that Annabel

13           had a problem.

14   Q.   Right, and as to the fire door issue, which, as

15           I understand it, you are also saying was discussed in

16           the course of this meeting, you told us that it was Nick

17           Coupe who was suggesting that the door in the kitchen,

18           if it was to be replaced, as I understood it, needed to

19           comply with fire-rating; is that right?

20   A.   He -- he said-- John Menlove brought up the fact that

21           one of the windows, the window 2, says "fire-rating" and

22           how it can be achieved. Nick Coupe suggested the only

23           way it can be achieved is if you put a solid FD30

24           compartmentation alongside the window profile.

25           That, coupled with the discussion that -- if you

1 look at -- the next window along to W2 is the lounge  
2 window, because of the arrangement of the flats. It  
3 didn't provide any compartmentation of the walkways  
4 anyway. So you'd have had an FD30 three feet away from  
5 a non-FD30 door.

6 Q. Understood. You can see a degree of inconsistency  
7 there, as I understand it, from your perspective?

8 A. If all the kitchens were on the south side of the block  
9 and all the lounges were on the north side of the block,  
10 then the theory of putting an FD30 kitchen door would  
11 work, but because they were split on the orientation of  
12 it, you were putting a -- you were saying: put a fire  
13 door in one area but a non-fire door right next to it.

14 Q. But in any event, as I understand the evidence you gave  
15 us earlier, it was Nick Coupe who was suggesting that  
16 an FD30 door needed to be considered?

17 A. He said if that's what they want, he could do it, he  
18 could achieve it.

19 Q. Absolutely. It wasn't an issue if that's what was  
20 required by the client?

21 A. Yeah, but the client soon came to the conclusion they  
22 wanted an aluminium set.

23 Q. And then, as I understand it, it changed in due course  
24 again; is that right?

25 A. Well if you look at the -- if you look at the window

1 drawings, it doesn't actually say a solid window panel.  
2 So it looks like a full screen opening door on  
3 the lounge and a two -- sorry, a half panel and a half  
4 window on the kitchen.

5 Q. Were you asked to go and obtain any information from  
6 Building Control about this door change, if that's what  
7 it's right to call it?

8 A. Not at all.

9 Q. Were you aware that as part of investigations following  
10 this meeting, it appears that Annabel Sidney may have  
11 spoken to Building Control about it?

12 A. Not at all.

13 Q. Did she ever speak to you about it?

14 A. Not at all.

15 Q. Thank you.

16 THE CORONER: Ms Canby.

17 Questions by MS CANBY

18 MS CANBY: Mr Cousins, I'm Ms Canby. I have a few questions  
19 for you on behalf of SAPA. The first issue, please, is  
20 the design responsibility for the windows.

21 Could we have a look, again, at page 1558, which is  
22 in file 4. You've told us that this is the information  
23 that you sent to Symphony Windows on 17 March 2006,  
24 I think, and you've been taken to the bottom part of  
25 this page under the heading "Description of work in

1           brief".  Could we have a look, please, at the fourth  
2           bullet point there.  It appears that you were requiring  
3           Symphony to provide you with fenestration drawings for  
4           approval.  Do you agree?

5    A.  If you look at L section windows, that's a request in  
6           the specification, yes.

7    Q.  Yes.  Could we now, please, turn to page 1772, which is  
8           in file 5.  We've looked at this document already today,  
9           but you know that these are the minutes of progress  
10           meeting number 1 on 18 April 2006.  At paragraph 4.8,  
11           there's a reference to the pilot window drawings, and  
12           it's the very last sentence there at paragraph 4.8:

13                 "The CPM [and we know that's Annabel Sidney] stated  
14           that A1 drawings required to suitable scales as per the  
15           specification and that Apollo were responsible for the  
16           design."

17                 I think you've already agreed that it appears from  
18           SBDS's point of view that the responsibility for  
19           designing the windows was with Apollo?

20    A.  That's what the minutes says, yes.

21    Q.  Can we move on, now, please, to the window drawing,  
22           which I think you've referred to on a number of  
23           occasions but I'm not sure you've had an opportunity to  
24           look at it.  It's in file 4 at page 1267.  Do you have  
25           that, Mr Cousins?

1 A. Sorry?

2 Q. Do you have that?

3 A. Yeah.

4 Q. Yes. The jury have heard that this was a diagram that  
5 was produced by SBDS and it formed part of the tender  
6 documentation which was sent out to you. We see here  
7 window number 2. You agreed that window number 2 was  
8 the kitchen window profile?

9 A. Correct.

10 Q. We can see there that it appears from this drawing that  
11 that was to be a solid door; do you agree?

12 A. It just says "door", doesn't it?

13 Q. Well, there's certainly a distinction between the  
14 drawing in window number 2 and the drawing in window  
15 number 3.

16 A. One -- one hasn't got a middle row, one has.

17 Q. Yes.

18 A. So you can still put -- the door in W2 would be in full  
19 glass.

20 Q. So you can still have that distinction but there is  
21 nevertheless a different approach between the kitchen  
22 balcony door and the living room balcony door within the  
23 drawings sent in the tender?

24 A. Correct.

25 Q. Moving on to the doors themselves and your understanding

1 of what had been in there before the refurbishments in  
2 2006/2007, did I understand your evidence correctly to  
3 be that there was no standard door as far, as you were  
4 aware, before 2006/2007?

5 A. I think it was one of Mr Maxwell's suggestions, but  
6 I could neither confirm nor deny it.

7 Q. So at the time that Apollo were carrying out the  
8 refurbishments, you didn't have any knowledge as to what  
9 the previous kitchen and living room balcony doors had  
10 been?

11 A. Personally, no.

12 THE CORONER: Could I just ask you about that. You went on  
13 site as part of the carrying out of the works and so all  
14 of the existing -- that is the pre-2006/2007 -- doors  
15 and windows were in place before you began the process  
16 of replacement?

17 A. Yeah.

18 THE CORONER: So you must have seen what was there?

19 A. Well I'd -- I'd have walked round the corridor.  
20 I primarily was looking at the roofs because the roof  
21 was going to be relaid, and I would have seen some of  
22 them but I can't confirm whether there was a uniform  
23 approach to the door.

24 THE CORONER: But a substantial part of the project was  
25 replacing these doors and windows, was it not?

1 A. Correct.

2 THE CORONER: So surely you would have had a look to see  
3 what was there already?

4 A. You'd have had to go into every property to see it  
5 because of the fire door at the end of the balcony. So  
6 you'd have had to go through the properties, because  
7 their front doors were in the communal corridor. So  
8 you'd have had to physically go into their properties to  
9 get out on their balcony.

10 THE CORONER: I see. Thank you.

11 MS CANBY: Can you recall seeing any difference between the  
12 living room balcony door and the kitchen balcony door?

13 A. Not personally.

14 Q. Can you recall seeing whether or not there were  
15 self-closing mechanisms on either of those doors?

16 A. No recollection of that.

17 Q. Did you have any knowledge of the fire-resisting  
18 properties of either of those doors?

19 A. The doors in the tender or the existing?

20 Q. No, the existing ones.

21 A. Some of them I've seen looked like they could be fire,  
22 some of them they could be flush doors, but couldn't --  
23 I couldn't confirm or deny either way, to be honest.

24 Q. And you're basing that on an impression as to what you  
25 saw rather than any specification of what you'd seen had

1           been in there prior to 2006/2007?

2    A.   Correct, yeah.

3    Q.   Could we move on, now, please, to a meeting that  
4           occurred on 17 May 2006.  This is page 2031 of the  
5           bundle, which is file 6.  Are you happy to work from it  
6           on the screen, Mr Cousins?

7    A.   Yeah, that's fine.

8    Q.   We've had a look at this email before.  It's the email  
9           from Annabel Sidney to you, dated 17 May 2006, in which  
10           she's reviewed the drawings.  We've looked at it in the  
11           context of the comments under W2, ie window 2, which  
12           we've now seen from LW1 is the kitchen window  
13           configuration, in which she says that they have asked  
14           for a solid door, and she asks you to provide some more  
15           detail on its appearance.  I don't think we had a look  
16           at her final comment just before she signs off on this  
17           email, which is:

18                 "Perhaps we can discuss at our meeting this  
19                 afternoon, please."

20                 Do you see that, Mr Cousins?

21   A.   I do, yes.

22   Q.   So it appears that at 10.21 on 17 May 2006,  
23           Annabel Sidney was expecting to meet with you that  
24           afternoon?

25   A.   (The witness nodded)



1 Q. If we could then move a little bit further forward to  
2 page 2056. It's the email about half way down, which  
3 again we looked at this morning, from Annabel Sidney to  
4 you, 25 May 2006, headed "Bedroom window panels", and it  
5 says:

6 "Hi James, when we met with Symphony last Wednesday,  
7 17 May, Nick said that he was looking into replacing the  
8 aluminium panels with Trespa."

9 Now, Mr Maxwell-Scott asked you about your  
10 recollection of the meeting on 17 May and you said that  
11 you didn't think you'd been at that meeting. Having now  
12 refreshed your memory and looked at the earlier email on  
13 page 2031, do you agree that it in fact looks as if you  
14 did attend a meeting on 17 May with Nick Coupe and  
15 Annabel Sidney?

16 A. I don't recall a second meeting with both Symphony and  
17 SBDS.

18 Q. But you agree --

19 A. With my personal -- with my personal involvement.

20 Q. But do you agree that from the combination of emails --

21 A. It suggests that, yeah.

22 Q. It suggests that, doesn't it, Mr Cousins?

23 A. I could have -- that's the kind of thing I would have  
24 probably sent Joe Root to.

25 Q. But it suggests that there was certainly a second

1 meeting on 17 May with Nick Coupe, Annabel Sidney, and  
2 a representative from Apollo. It's possible that that  
3 was yourself, and it looks as if at least two topics  
4 were discussed at that meeting on 17 May, one being the  
5 appearance of the solid door in window 2 and the second  
6 topic being the change from aluminium to Trespa?

7 A. It suggests that, yeah.

8 Q. Then the final topic, please, Mr Cousins, which is the  
9 earlier meeting on 3 May 2006 and, in relation to that,  
10 what you say about the aluminium fire door.

11 To refresh your memory, if you have a look at your  
12 witness statement at the bottom of page 612 of the  
13 witness statement bundle. We've looked at this already,  
14 but here you're introducing the topic of the 3 May 2006  
15 meeting and you say there that:

16 "The primary purpose of this meeting was to resolve  
17 problems that had arisen with the windows."

18 Then you go on to say this:

19 "SAPA's technical representative conceded that, for  
20 several reasons, their technical specification was  
21 incompatible with the window profile. This also  
22 impacted upon the proposed installation of an FD30  
23 kitchen door, which was also found to be incompatible  
24 because an aluminium FD30 door could not be supplied."

25 We know that the SAPA technical representative being

1 referred to there was Mr Graham Hurrell. Do you agree?

2 A. I agree.

3 Q. It's just one aspect of your evidence here that I'd  
4 really like to explore with you, and that's your  
5 assertion that he conceded that SAPA could not supply  
6 an aluminium FD30 door.

7 A. In -- in the profile used in the specification, which  
8 I think I clarified earlier.

9 Q. Yes, I just wanted to make that clear. I don't  
10 understand you to be saying that SAPA said they didn't  
11 have an aluminium fire door. What I understand you to  
12 be saying is that from your recollection, Mr Hurrell  
13 said an aluminium fire door couldn't be provided within  
14 the profile that had been proposed?

15 A. Yes, yeah, correct.

16 Q. I know that you were here on Monday to hear his  
17 evidence. His evidence in relation to that was that he  
18 was having difficulty in remembering the detail of  
19 conversation in relation to the aluminium fire door, but  
20 that if there was any conversation he probably wouldn't  
21 have said it couldn't be done at all, but what he would  
22 do is point out the implications of putting an aluminium  
23 fire door into a non-fire-rated system. Is that the  
24 sort of conversation that you recollect as well?

25 A. Correct, yeah. He -- Mr Hurrell basically said there is

1 a possibility of putting a door in here but it's not in  
2 the profile and the section that we used in this  
3 instance and not in the specification.

4 Q. Thank you very much, Mr Cousins.

5 THE CORONER: Ms Petherbridge.

6 Questions by MS PETHERBRIDGE

7 MS PETHERBRIDGE: One matter, Mr Cousins. I ask questions  
8 on behalf of Trespa UK Limited. It's in relation to  
9 your second statement at page 613 and it's the second  
10 paragraph I want to ask you about, which starts:

11 "During the same meeting ..."

12 That we know refers to the meeting of 3 May. You've  
13 given evidence about what discussions you believe took  
14 place at that meeting. All I want to ask you about is  
15 what you say concerning what you believe Annabel Sidney  
16 did afterwards. You say that Annabel Sidney was, you  
17 thought, changing her mind about the panels. This is  
18 the composite panels, isn't it?

19 A. This is -- yeah, when discussion occurred about the  
20 aluminium panels and the Trespa panels. Obviously  
21 Annabel was concerned that within three months these  
22 panels were going to be dented and scratched, so the  
23 suggestion, via SAPA and Symphony, who had worked on  
24 previous jobs, I understand, was to change it, but it  
25 was definitely an option that Annabel was possibly

1 considering.

2 Q. Well, I ask you nothing about that. I represent no-one  
3 who was present at that meeting. I simply ask you  
4 about -- what you say was your understanding was that  
5 Annabel later contacted Trespa about those composite  
6 panels. Can I ask you first: were you aware, either at  
7 that time or when you made the statement, that in fact  
8 Trespa do not make composite panels and such products  
9 can't be ordered from them? Did you know that?

10 A. No.

11 Q. Could I then, in respect of what Annabel Sidney may or  
12 may not have done after that meeting, ask you to look,  
13 please, at page 1853. It's a document that  
14 Mr Maxwell-Scott has already shown you. Do you have it  
15 there?

16 A. Yeah.

17 Q. It's an email from Annabel Sidney to you on Friday,  
18 5 May, shortly after the meeting on 3 May, sent to you  
19 at 2.43 in the afternoon. What she's asking you about  
20 are colour samples, and she talks about "colour details  
21 for powder-coated aluminium to kitchen and lounge doors,  
22 larder panels and panels under the windows as agreed".  
23 That would be the composite panels, as it were, would it  
24 not?

25 A. Yes.

1 Q. Then she goes on to say:

2 "We'll be using one colour for the powder-coated  
3 aluminium elements and a Trespa colour for the balcony  
4 panels."

5 Because that was the proposal at that stage, wasn't  
6 it, to use powder-coated aluminium for the elements  
7 she's referred to and Trespa for the balcony panels?

8 A. She was also -- part of our meeting on 3 May, Nick Coupe  
9 suggested -- volunteered to go away and see if Trespa  
10 could do a deal on getting the panels under the windows  
11 for the same price.

12 Q. Well, you say "Trespa", but actually you weren't aware  
13 that that company don't make such panels, were you?

14 A. No.

15 Q. But to look at this email, what she's talking about  
16 here -- she goes on, doesn't she, to refer to five  
17 samples of powder-coated aluminium? Five colours she  
18 lists, actually, in the email, and she says:

19 "500 times 500 powder-coated aluminium panels in the  
20 following RAL colours, please."

21 So she's asking you to get those samples, isn't she?

22 A. It says above:

23 "I will arrange for Trespa panels ..."

24 Q. For Trespa panels, yes. I'm looking here at the 500 by  
25 500 powder-coated aluminium panels that she's referred

1 to in the previous paragraph as being for "the kitchen  
2 and lounge doors, larder panel and panels under the  
3 windows as agreed". Do you see, five samples?  
4 A. Yes.  
5 Q. Then she lists the five samples she wants from you for  
6 powder-coated aluminium, doesn't she?  
7 A. Yes.  
8 Q. Then below that she says that she'll arrange for the  
9 Trespa panels to be delivered direct to site, and in the  
10 first paragraph it's clear, isn't it, that at that stage  
11 "Trespa" refers to balcony panels? If we look at the  
12 first paragraph of this email.  
13 A. Yeah.  
14 Q. She's talking about two separate things at this stage in  
15 this email, isn't she?  
16 A. Yeah.  
17 Q. That's at 2.43 on Friday, 5 May. Could you then have  
18 a look, please, at page 1856. This is not an email that  
19 you were copied on. 1856. It's an email we can then  
20 see that Annabel Sidney sent at 3 o'clock the same  
21 afternoon, so it's about 17 minutes after the one to  
22 you, isn't it? It's to Charles Sawyer of Trespa, and  
23 what Miss Sidney's asking for are samples in the  
24 following colours: sun yellow, translucent green,  
25 verdigris and pale yellow. Were you aware that

1 verdigris was the colour used for the balcony panels?

2 A. I was aware that all the colour changes came to site and  
3 that -- and the residents picked a colour scheme that  
4 Annabel didn't have envisaged at the time, so she had to  
5 go back and resurvey all residents.

6 Q. I think my question was -- and the jury has heard  
7 evidence but I wondered if you knew that verdigris was  
8 actually the colour used for the balcony panels?

9 A. I'm aware that would have been one of them, yeah.

10 Q. I beg your pardon?

11 A. I was aware that one -- one of those two colours would  
12 have been out of those five samples.

13 Q. So you did know that verdigris was eventually the colour  
14 used for the balcony panels?

15 A. Yeah, and another one of those colours would have been  
16 used for the window panels.

17 Q. Well, in fact, the jury has heard evidence that  
18 mid-green was the colour used for the window panels.  
19 Did you not know that?

20 A. Okay, no, I didn't know that, okay.

21 Q. So putting those two emails together -- we've seen that  
22 at 2.43 Annabel Sidney is asking you to bring the  
23 powder-coated aluminium samples and saying that she will  
24 approach Trespa for the balcony panel samples. Would  
25 you agree that the email that she sends less than



1           20 minutes later to Charles Sawyer is actually asking  
2           for samples for the balcony panels, as she's indicated  
3           to you she will?

4   A.   Yes, it suggests, that, yes.

5   Q.   Thank you.

6   THE CORONER:   Mr Compton.

7                               Questions by MR COMPTON

8   MR COMPTON:   Mr Cousins, just one or two matters, please.

9           Firstly, your job description.  You've been referred to  
10          in the pre-contract meetings as the contract manager.  
11          Would you accept that as a accurate description or would  
12          you have some other description?

13  A.   Well, I'm -- I'm the quantity surveyor in reality --  
14          sorry, yeah.

15  Q.   Look at the jury, please.

16  A.   I'm a quantity surveyor.  However, clients will like  
17          a single point of contact, and I'm primarily  
18          office-based, so I can probably have a bit of an oversee  
19          from there.  So certain clients would -- would call me  
20          a contracts manager, but primarily I'm a quantity  
21          surveyor.

22  Q.   You've given evidence to the jury about your  
23          understanding of the contract being a build-only.  Is  
24          that with elements of design or just strictly  
25          a build-only?

1 A. Since the -- since the inquest began, I've obviously  
2 been given some documents, and there's obviously a few  
3 elements of design on there that's down to the  
4 contractor, yeah.

5 Q. But in your experience of previous contracts -- I'm  
6 thinking particularly about Southwark -- why is it that  
7 you say to this jury that you believed it to be  
8 a build-only build with elements of design contract  
9 rather than the normal -- or the type of  
10 build-and-design contract?

11 A. If you look -- if you look inside that contract, I think  
12 there's three elements that is down for design, and  
13 they're -- they're all self-certificated. So if you  
14 look at windows, up until yesterday afternoon, FENSA  
15 would be self-certificating, if you look at electrical  
16 installations, the NICEIC will be self-certificating,  
17 and then if you look at the roof as the other part of  
18 the design, that will be self-certificating by  
19 an insurance-backed guarantee.

20 Q. Right. You're speaking quite quickly.

21 A. Sorry.

22 Q. You mentioned to Mr Maxwell-Scott right at the beginning  
23 that you would have expected there to be a set of --  
24 I think you said "employers' requirements". Can you  
25 just explain that to the jury. It was some time ago you

1           said that.

2    A.   Yes, if this was a design and build project, we would  
3           have a set of employers' requirements, as in what the  
4           building should be able to achieve and what it should --  
5           what the output should be, and then we would actually  
6           take that tender and design elements into it ourselves  
7           to achieve the clients' requirements. In those  
8           instances, we would be then appointing a lead designer  
9           to make sure these designed elements are building regs  
10          approved, et cetera.

11                 So the fact it was being fully specified and fully  
12                 billed up in a bill of quantities suggests -- well,  
13                 I believe it was a build-only contract.

14    Q.   Were there any other matters -- I appreciate it's going  
15           back a long time -- that exercised your mind to believe  
16           it was build-only?

17    A.   Generally, if it's a design-and-build project, clients  
18           and consultants are less involved with the day-to-day  
19           variations. They would put the responsibility onto the  
20           contractor, for example, to make sure all the FD doors  
21           are compliant.

22                 In this bill, there's -- there was an allowance to  
23                 replace for ten front entrance doors. Therefore it was  
24                 down for the consultant, ie SBDS, to determine what  
25                 doors, if any, need to be replaced, therefore taking the

1 design liability away from a contractor.

2 Q. Thank you. I just want to move -- and then perhaps  
3 that's all I need to ask -- to the FENSA certification.  
4 Maybe there's a certain amount of confusion over this.

5 Let me put this in a non-leading fashion: what did  
6 you understand FENSA certification to mean?

7 A. Up until yesterday afternoon, I took FENSA certification  
8 to be a direct replacement for Building Control  
9 approval.

10 Q. So if there's compliance under FENSA, what does that do  
11 to the building regulations? What effect does that have  
12 on the building regulations?

13 A. Basically somebody's certifying that that product is  
14 compliant to the building regulations.

15 Q. Up until hearing evidence in this case, did you consider  
16 that the windows and doors of the composite panels would  
17 be compliant with the FENSA certification as issued?

18 A. Yes.

19 Q. That FENSA certification that was received, did you  
20 believe that it was legitimate documentation?

21 A. Correct.

22 Q. I don't say that as a criticism of Mr Campbell, but  
23 that's your understanding, that it was legitimate and  
24 something you could rely upon?

25 A. In -- in the same way I rely on the NICEIC certificates

1 from a qualified electrician. I don't go testing other  
2 certificates. Well, generally I don't.

3 Q. The meeting of 3 May. You've given quite a lot of  
4 detail about it. I don't want to go back over that, but  
5 can you just remind the jury who was present at the  
6 meeting?

7 A. Present was -- I turned up at Spa Road -- sorry, SBDS'  
8 offices, and Nick Coupe turned up about 15 minutes  
9 later. The meeting was running late and we eventually  
10 got in there about 3.20. Graham Hurrell was already  
11 there. Annabel showed us the office, and then she said,  
12 "I'm off to go and get John", John Menlove, and then we  
13 had a glass of water waiting for John to turn up. That  
14 was it.

15 Q. And John Menlove, who did you understand him to be?

16 A. John Menlove was Annabel Sidney's line manager.

17 Q. Was he present throughout the meeting?

18 A. He -- he started the meeting, and I -- he left about  
19 20 minutes/half hour to go before the end of it. He  
20 said he had another meeting to go to.

21 Q. You've told us about conversations. Were you  
22 immediately talking about the aesthetics of this  
23 building? How did you start that conversation?

24 A. Myself and John Menlove had a heated discussion about  
25 extension of time claims, and he didn't want it to be

1 a reason for saying this project got delayed.

2 Q. To put it in its basic English so everyone can follow,  
3 what was his concern about?

4 A. His concern was that obviously windows were a major part  
5 of the job, it was on the critical path, so any delay in  
6 the windows would be delaying the completion time, and  
7 he didn't want Apollo to use this as an excuse for not  
8 completing on time, and also -- yeah, not completing on  
9 time, and kind of saying that the design issue is not  
10 down to Apollo, really.

11 Q. Right. SAPA were there with Mr Hurrell; is that right?

12 A. Correct. Liam was on holiday, I thought, until ...

13 Q. Yes, that's the evidence we've heard. What was his  
14 attitude to the problem with the window design?

15 A. After we had the discussion about the programme and not  
16 wanting to use it as an extension of time, Graham  
17 Hurrell then said, "Look, sorry Liam can't be here.  
18 I've taken this over. We're going to sort this out.  
19 We're going to resolve the issues. There has been a bit  
20 of an issue on the specification, but no worries,  
21 no-one's going to lose out. Me and -- me and Symphony  
22 are going to work together to resolve this."

23 Q. I have no further questions.

24 THE CORONER: Thank you very much. Members of the jury, do  
25 you have any questions?

1 Questions by the Jury

2 THE FOREMAN OF THE JURY: Thank you, we do have a number,  
3 actually.

4 Mr Cousins, you've mentioned that you considered  
5 Building Control arrangements to be the responsibility  
6 of the client. As you did not have a contact number and  
7 dedicated Building Control officer, did anyone else in  
8 your team question this, for example your site manager  
9 or other operatives on site?

10 A. No. But it also wasn't uncommon to do this type of work  
11 without Building Control.

12 THE FOREMAN OF THE JURY: Okay, thank you.

13 On jobs such as this -- you say you've worked on  
14 other, similar jobs, just not for Southwark -- are  
15 contractors such as Apollo ever supplied with original  
16 building details? Does this information only go as far  
17 as the designer? Does anybody see the original building  
18 information as part of the refit?

19 A. As in from feasibility?

20 THE FOREMAN OF THE JURY: Well, we've heard how you may not  
21 have been aware of the details of original fittings on  
22 a building like Lakanal.

23 A. Yeah.

24 THE FOREMAN OF THE JURY: Would that be different if this  
25 was a design-and-build contract? Would you be provided

1 with information like that?

2 A. If this was a design-and-build job, just as SBDS  
3 probably walked this block several times, our architect  
4 would also walk this block several times.

5 THE FOREMAN OF THE JURY: So that information goes as far as  
6 the design?

7 A. Yeah.

8 THE FOREMAN OF THE JURY: Thank you.

9 This may actually be quite an obvious question, but  
10 we've heard a lot of evidence by now. You mentioned  
11 that the fire escape doors were considered as far  
12 as replacement in the fact that we heard they weren't  
13 like-for-like. Could you just clarify whether those  
14 doors were replaced in the end? I think it's in jury  
15 bundle, photo 37, tab 13.

16 A. They wasn't replaced. Part of us proposing it is  
17 because they were in a poor state of repair. They  
18 weren't replaced.

19 THE FOREMAN OF THE JURY: Did Apollo replace the security  
20 doors, the big wooden doors? I'm not sure if  
21 Mr Maxwell-Scott might be able to put it up.

22 A. As you come up the central staircase?

23 THE FOREMAN OF THE JURY: With the push button panel, yes.

24 A. No. They were existing.

25 THE FOREMAN OF THE JURY: Thank you.



1 THE CORONER: Just to clarify, we have the photograph up on  
2 the screen now. Is that the one you had in mind?

3 A. That's it. They were there, existing, and they remained  
4 there during our works and post works.

5 THE FOREMAN OF THE JURY: Thank you. Sorry, I'm just trying  
6 to get these in a sensible order.

7 We have heard from you a number of times that at the  
8 end of the day the client opted for a full aluminium  
9 set. We've already been told that there was no  
10 difference in price between a solid door or a half-panel  
11 door. Could you please -- because from what we  
12 understand, to be aware of pricing of the elements was  
13 part of your job. Was there a significant price  
14 difference between a fire-resistant door, the FD30 door,  
15 and these fully panelled or half-panel doors?

16 A. Yeah, an aluminium -- an aluminium doorframe will have  
17 cost approximately £1,100. An FD30 door and frame will  
18 cost about £600. It's about £500 cheaper.

19 THE CORONER: Are you talking about today's prices or prices  
20 at that time?

21 A. Prices haven't change in the last five/six years,  
22 probably.

23 THE CORONER: All right, so although we're talking about  
24 today's prices, you think the prices wouldn't have  
25 changed in that time?

1 A. Yes.

2 THE FOREMAN OF THE JURY: Thank you.

3 If a client changes their mind about specifications  
4 during the project -- for instance, if Southwark had  
5 decided: "Well, we do want an FD30 door" -- and it had  
6 been made apparent that Symphony couldn't supply  
7 something in the FD30 remit because the other elements  
8 wouldn't work with that, I imagine it breaks a contract  
9 somehow if Southwark said, "Well, no, we want that FD30  
10 door." Is it a possibility that you, as contractor, can  
11 say, "Well, Symphony, you're not able to supply this.  
12 Let's find another subcontractor that can"?

13 THE CORONER: Well, members of the jury, I think we probably  
14 won't go into that. Part of this inquest is not  
15 inquiring into the contractual rights and obligations as  
16 between these parties in that sense, so I think that's  
17 an area we don't really need to explore.

18 THE FOREMAN OF THE JURY: Okay. I was just trying to  
19 establish if there was an option to change.

20 Okay, I think the last --

21 THE CORONER: Sorry, just picking up on what you've just  
22 said, Mr Cousins, if a client had requested a change to  
23 the contract, then can you just explain in very broad  
24 terms how you, as a main contractor, would deal with  
25 that?

1 A. Every contract will have a change order facility  
2 allowing clients to change their view, change their  
3 scope of work. Myself then will source -- source  
4 a supplier who can do it, and if the original contractor  
5 will do it, I will vary their work in accordance to it.  
6 Every contract -- main contract and subcontract does not  
7 guarantee the work and so omissions can occur.

8 THE FOREMAN OF THE JURY: Thank you. That's exactly it.

9 A. Sorry.

10 THE FOREMAN OF THE JURY: Our last one, in that case: we've  
11 heard from you earlier, in one of the witness statements  
12 that was read, that you formed the opinion that SBDS  
13 were quite concerned with protecting the under stairs  
14 exit as a chief fire escape route. Do you feel that --  
15 "do you feel might" not be the best phrase, I'm afraid.  
16 Madam Coroner might be able to point me in the right  
17 direction. Do you feel this might have had an impact on  
18 the fire resistance thought that went into selecting the  
19 materials in construction in other places, such as those  
20 external walls and escape routes?

21 A. I think if there wasn't any FD30s on the door entry, I'd  
22 have probably thought: "What is the fire escape here?"  
23 The fact that it was key in their mind that the fire  
24 escape is done through this alternative means back into  
25 the corridor -- I suppose I was satisfied that there was

1           an alternative escape route there.

2   THE FOREMAN OF THE JURY: Thank you very much. That's all.

3   THE CORONER: Thank you very much.

4           Mr Cousins, thank you very much for coming and for  
5           the help that you've been able to give to us. You're  
6           free to go now, if you like. Thank you very much.

7           Any other points for the jury before we allow them  
8           to go?

9   MR MAXWELL-SCOTT: No, that's all the evidence scheduled for  
10          today.

11   THE CORONER: Members of the jury, thank you very much for  
12          your attention. It's been a long day. Please could you  
13          be back here for 10 o'clock tomorrow morning?

14                           (In the absence of the Jury)

15   THE CORONER: Mr Compton, Mr Cousins seems very confident  
16          that he's seen documents relating to the handover  
17          meeting from the estimating department. I don't know  
18          whether you're able to assist us with that?

19   MR COMPTON: Well, it's not a document that I've seen or  
20          that we've seen, but we will double-check.

21   THE CORONER: All right, thank you very much.

22   MR COMPTON: I'm told that we all have it and I'll try and  
23          identify the document and make sure that -- I'm probably  
24          being a bit -- we will go back and make sure that  
25          everybody has it.

1 THE CORONER: Is it possible to do that now before we  
2 finish? Mr Cousins, please don't go -- because  
3 Mr Cousins has often been wanting to make reference to  
4 it and it's rather difficult for him if it's sitting  
5 there in bundles --

6 A. It's just the date of it.

7 THE CORONER: -- and we haven't been able to take him to it.  
8 I'm not sure how much it will assist but it just makes  
9 it rather hard for Mr Cousins.

10 MR COMPTON: It's actually in the bundle. I'm so sorry, it  
11 was sent to me at lunch. Can I just check ... (Pause)  
12 I think what there is ...

13 THE CORONER: Mr Cousins, are the documents that are coming  
14 up on the screen --

15 A. That's it.

16 THE CORONER: Are those the documents that you had in mind?

17 A. Yeah, that's it.

18 THE CORONER: Okay, so we've identified the scope of the  
19 documents. Has anyone decided before this moment that  
20 these are matters that they would like to ask Mr Cousins  
21 about?

22 MR LEONARD: Madam, I don't suppose someone can read out the  
23 page?

24 THE CORONER: I can't hear you.

25 MR LEONARD: I can't read the page number.

1 MR MAXWELL-SCOTT: 1512.

2 THE CORONER: Can I just say this: Mr Clark has just asked  
3 the jurors not to go home, so if I just rise for five  
4 minutes, shall I leave you having a quick look at this  
5 and if it would help to take Mr Cousins specifically to  
6 this range of documents, then we can do so before we  
7 lose him and the jury, but if it's concluded that  
8 there's no need to do that then so be it. So I'll just  
9 give you five minutes, thank you.

10 (3.44 pm)

11 (A short break)

12 (3.49 pm)

13 THE CORONER: Yes.

14 MR MAXWELL-SCOTT: From discussions that I have had had,  
15 I don't think it is necessary to have the jury back to  
16 ask any questions of the witness. It may be  
17 a particular feature of the document can be pointed out  
18 to them tomorrow or a later date, but it's not a feature  
19 that requires questions.

20 THE CORONER: All right. Thank you very much. You're  
21 content with that, Mr Compton?

22 MR COMPTON: Yes, thank you very much.

23 THE CORONER: Thank you.

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Housekeeping

MR COMPTON: Madam, can I just raise one other matter?

THE CORONER: Sorry, is this a matter where we might want  
the jurors back in for?

MR COMPTON: No.

THE CORONER: So we can release them and tell them they can  
go home?

MR COMPTON: I'm looking round. I understand that's the  
position.

THE CORONER: All content with that? Okay, thank you.

MR COMPTON: Madam, it's just this: we've received this  
further statement from Annabel Sidney, and I anticipate  
you've had an opportunity to look at it. You may not  
have done.

THE CORONER: No, I haven't, not yet. Can we now release  
poor Mr Cousins?

MR COMPTON: Yes.

THE CORONER: Yes, thank you. You're welcome to go.

(The witness withdrew)

THE CORONER: Yes, thank you. Mr Compton, no, I haven't  
read it yet.

MR COMPTON: I'm referring to paragraph 20.

THE CORONER: Sorry, you're referring to paragraph ...?

MR COMPTON: 20, on page 709. Can I just ask you to read  
that paragraph to yourself. (Pause)

1 THE CORONER: Yes.

2 MR COMPTON: Can I also ask you to look at paragraph 10,  
3 going back to page 707.

4 THE CORONER: Yes.

5 MR COMPTON: Can I just ask generally if Building Control  
6 have been approached at all to indicate whether they  
7 have any documentation or telephone notes or anything  
8 for the purposes of -- because this has been raised for  
9 the first time -- and it's not a criticism at all, and  
10 I'm told by my learned friend Mr Matthews that I think  
11 Mr Bullivant's now retired. But if there is material  
12 there, it may be important and I just wondered if any  
13 enquiries have been made previously.

14 MR MATTHEWS: I find that quite remarkable, having been  
15 sitting --

16 THE CORONER: Sorry, I can't hear.

17 MR MATTHEWS: I find it quite remarkable, having been  
18 sitting next to my learned friend -- I could have told  
19 him, and have told him before: yes, searches have been  
20 made with Building Control. There's nothing in terms of  
21 records and there is this statement from Annabel Sidney  
22 where she says she can't be sure who the person was, but  
23 her recollection is -- and she names him, and as I've  
24 told my learned friend, that gentleman retired some time  
25 ago from LBS. We do have contact details for him.



1 I don't know if they're up to date, but I imagine the  
2 best thing may be to wait and hear from Annabel Sidney.

3 THE CORONER: Oh.

4 MR COMPTON: Forgive me if I've misunderstood something. If  
5 inquiries have been made, then they've been made.

6 THE CORONER: Mr Maxwell-Scott, can you assist us further  
7 than what's been said so far?

8 MR MAXWELL-SCOTT: Well, my understanding is that the  
9 London Borough of Southwark appreciated that searches  
10 should be carried out within the Building Control  
11 department as well as within SBDS and elsewhere, and  
12 that those searches have been carried out and that they  
13 have not turned up any relevant documents that survive.  
14 Mr Matthews nods.

15 MR MATTHEWS: Exactly.

16 MR MAXWELL-SCOTT: Then as to the gentleman named in  
17 Annabel Sidney's statement, her previous statements  
18 which were taken as part of the police investigation did  
19 raise the possibility that there had been discussions  
20 with Building Control, and to the best of her  
21 recollection she thought that there had been on at least  
22 one aspect of the works, but she had not previously  
23 mentioned the name of anybody within Building Control  
24 that she had spoken to. So the name of this gentleman  
25 is new to everybody, as of her statement of yesterday's

1 date.

2 I agree with Mr Matthews that in those  
3 circumstances, the best course of action is to hear  
4 Annabel Sidney's evidence and see where that takes us.

5 MR MATTHEWS: Sorry, for completeness' sake and to avoid any  
6 misunderstanding, Mr Bullivant's name has cropped up  
7 before. Actually, he crops up in 1984 and 1986 --

8 THE CORONER: I see.

9 MR MATTHEWS: -- in terms of the works that were done at  
10 that time. So again, I agree with my learned friend,  
11 who I think was agreeing with me. Let's wait until  
12 Annabel Sidney and see what she says.

13 THE CORONER: I see. Mr Compton, what are you asking me to  
14 do at the moment?

15 MR COMPTON: Well, I am sorry my encyclopedic knowledge  
16 doesn't cover all the names in this case, but I'm  
17 grateful for that reassurance. It seems I was embarking  
18 on a false premise. It seems it has been looked at  
19 before.

20 THE CORONER: Well, let's see where the evidence takes us  
21 tomorrow and then we can take a view after that. All  
22 right. Are there any other points that people wanted to  
23 raise? Yes.

24 MR MAXWELL-SCOTT: Madam, just to say that in terms of the  
25 timetable, using today as a guide, I personally think it

1 is unlikely that Annabel Sidney will finish her evidence  
2 tomorrow. I think it's pretty much inevitably that that  
3 means we will continue into Friday, simply because there  
4 are more topics and more documents that need to be put.  
5 That doesn't mean to say that we won't be able to  
6 complete both her and Mr Menlove by Friday afternoon as  
7 planned. We may well be able to.

8 THE CORONER: Do you have a feel for how long you would like  
9 to spend taking Miss Sidney through her evidence?

10 MR MAXWELL-SCOTT: I'm sure it will go perhaps half way into  
11 the afternoon at a guess, comparing it with Mr Cousins.

12 THE CORONER: What about Mr Menlove?

13 MR MAXWELL-SCOTT: I think he will be much shorter. The  
14 issues for him are primarily about the extent to which  
15 and the way in which he provided support to Miss Sidney.

16 THE CORONER: Because it would be desirable if we could  
17 ensure that we do complete Mr Menlove as well as  
18 Miss Sidney before the end of the week. Does anyone  
19 anticipate any problems with that? All right. Well  
20 thank you very much. Any other points to raise before  
21 tomorrow morning? Well, please don't forget that the  
22 room is going to be used tonight by others, so you might  
23 want to clear your desks.

24 Right, thank you very much. Until tomorrow then,  
25 thank you.

1

2 (3.57 pm)

3 (The Court adjourned until 10 o'clock the following day)

4

5 JAMES COUSINS (sworn) .....1

6 Questions by MR MAXWELL-SCOTT .....2

7 Questions by MR HENDY .....83

8 Questions by MR MATTHEWS .....104

9 Questions by MR LEONARD .....111

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11 Questions by MS PETHERBRIDGE .....124

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