

OPUS2

Manchester Arena Inquiry

Day 27

October 29, 2020

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Thursday, 29 October 2020

(9.30 am)

(Delay in proceedings)

(9.42 am)

MR MIKE COWLEY (continued)

MR DE LA POER: Sir, good morning.

Mr Cowley, thank you for returning this morning.

The first core participant today to ask you questions -- I will invite Mr Laidlaw on behalf of ShowSec, please.

Questions from MR LAIDLAW

MR LAIDLAW: Good morning, Mr Cowley. Two topics from me, please: the patrolling obligation under the FM contract and then the pre-egress check sheet.

Mr Lopez, could we have up, please, {INQ022832/68}, page 68 of the facilities management agreement. This is, you remember, clause 2.10, and this sets out the site security obligations which SMG assumed when they came to the agreement with the landlord. As we can remember from yesterday, it's 2.10.2(g) which is the foot patrols. That's of the buildings. So that's the whole of the Victoria Complex, is it not?

A. Yes.

Q. So that would include, within the demise of that area, the NCP car park?

1

A. Not the tenanted area, the access to it.

Q. Right.

A. So the link corridor.

Q. Okay, the access to the go-karting track?

A. Again, that's the link corridor.

Q. Right. The office buildings, including JD Williams?

A. Again, external.

Q. External. And then, also external to a building we haven't heard very much about, Arena Point?

A. Yes. That's an office building adjacent to the Hunts Bank steps.

Q. I think in fact -- do SMG themselves occupy that building at the moment?

A. Yes.

Q. And it was during the patrols that the inspections would take place; that's subclause (h), is it not?

A. Yes.

Q. Those inspections involving the internal and the external fabric of the buildings?

A. Predominantly, yes, and obviously health and safety, looking for slip/trip hazards and debris, suspicious objects, all of those things.

Q. Yes, and also environmental risks such as water leaks, which we see in (i)?

A. Yes.

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Q. And if we turn over the page to {INQ022832/69}, please, and remind ourselves of (r). Those patrols had to be recorded by way of the Deister electronic clocking system?

A. Yes.

Q. We won't, obviously, define the circuit, but that involved going around all these areas and outside the perimeter?

A. Yes.

Q. Passing clock points on the way that that machine would record?

A. Yes.

Q. ShowSec were not a party to this agreement, were they --

A. No, they weren't.

Q. -- the FM agreement? And you'd no doubt agree from your experience that if you want another to take on a contractual obligation, you would certainly need to tell them that, would you not?

A. Yes.

Q. Does the FM agreement even allow you to subcontract these obligations?

A. Yes, it does.

Q. And if you were minded to do that, then in business there would need to be a written agreement?

A. Yes, unless it was on the basis of providing a member of

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staff, then there would be an order, an instruction, and the provision of a suitably qualified member of staff.

Q. But if you were going to subcontract these obligations for particular periods of time, you would, would you not, Mr Cowley, expect to see a written agreement between SMG and ShowSec to that effect?

A. No. No, I wouldn't.

Q. You genuinely wouldn't expect to see such an agreement in business?

A. No, in this specific instance, no.

Q. Did you know that ShowSec's contractual duties were defined by what was called a steward servicing agreement?

A. Yes.

Q. If we have that up, please. This is {INQ012126/50}. Page 50, first of all.

Schedule 2 to the agreement, Mr Cowley, defines the nature of the services that ShowSec had agreed they'd provide to SMG. I'm not going to ask you to read that section now. What I will ask is, have you read it previously at any time, do you recall?

A. No, I don't believe I've seen this.

Q. I'm not going to put you through the pain of reading the next four pages because all of us, but more importantly the chairman, can read that for himself. There's no

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1 mention there of ShowSec taking on duties under the
 2 facilities management agreement.
 3 A. No, there isn't. I can't see any reference to them
 4 doing pre-ingress or egress checks, but those are
 5 documented procedures that fulfil that particular part
 6 of the FM agreement.
 7 Q. I'll come to pre-egress a little bit later. Let's just
 8 focus, please, upon the FM obligations that we were
 9 looking at under clause 2.10.
 10 There's no mention of any sort of patrolling duties
 11 of the complex either within this section of the
 12 stewarding agreement?
 13 A. Again, it doesn't mention the pre-ingress and egress
 14 checks in this section that you're showing me.
 15 Q. I heard that last answer, which you're now repeating.
 16 The position is as follows, indeed you made it clear: on
 17 dark days, non-event days --
 18 A. Yes.
 19 Q. -- the system operated in accordance with clause 2.10.
 20 A. Yes.
 21 Q. And on event days, as you made clear, again the Deister
 22 patrols took place, but they were completed shortly
 23 before ShowSec staff came on duty?
 24 A. Yes, to do their pre-event checks.
 25 Q. Yes. So we're clear, for the period of the event,

1 approximately what, if it was an evening event, five or
 2 so --
 3 A. Four-plus hours, yes.
 4 Q. Through to perhaps 11 or 12 at night. So we're clear,
 5 for that sort of period there were no Deister patrols?
 6 A. No, there weren't.
 7 Q. Or any patrols of the sort envisaged by clause 2.10 of
 8 the facilities management agreement?
 9 A. There were patrols. The pre-ingress and pre-egress
 10 checks involved supervisors walking those routes and
 11 carrying out the checks.
 12 Q. You do see the point, do you? That your role under the
 13 facilities management agreement, with the state of the
 14 estate with the focus on the perimeter, on the building,
 15 environmental challenges, was a very different one to
 16 that which ShowSec had agreed to undertake. There would
 17 plainly be an overlap, wouldn't there?
 18 A. Yes.
 19 Q. You would find that ShowSec personnel, for example in
 20 areas of ingress and egress, would be present?
 21 A. Yes.
 22 SIR JOHN SAUNDERS: Mr Laidlaw, if you don't mind me saying
 23 so, there are one or two questions wrapped up there.
 24 I'd like to know which one the witness is answering, if
 25 you wouldn't mind.

1 MR LAIDLAW: I take the gentle rebuke. I'm sorry, I have
 2 asked too many questions wrapped up in one.
 3 One would see, I think you agree, that, certainly
 4 during event periods, ShowSec staff in the same places
 5 or some of the same places that the Deister security
 6 patrols would travel through?
 7 A. Yes.
 8 Q. For example, the entrances and exits from the arena?
 9 A. Yes.
 10 Q. But ShowSec's role was a very different one when they
 11 were on duty to that discharged by those doing Deister
 12 patrols on behalf of SMG?
 13 A. It was a different framework. The objective was the
 14 same, to make sure the east doors, if we're using that
 15 as an example, are secured and available for egress.
 16 Q. It's probably my fault and perhaps I'm not making the
 17 point clearly enough. ShowSec's obligations were fixed
 18 upon the management of the crowd who were attending the
 19 event, ensuring they got into the venue safely, which,
 20 as you said, will obviously involve checking entrances?
 21 A. Yes.
 22 Q. And that they were housed safely once within the arena?
 23 A. Mm-hm.
 24 Q. And at the end of the event, they left safely?
 25 A. Yes.

1 Q. It's a focus entirely upon the management and the safety
 2 of the crowd attending the event.
 3 A. Yes.
 4 Q. That, can I make clear, as we have made clear, plainly
 5 involved a CT element.
 6 A. Yes.
 7 Q. But their obligation and their duties were entirely
 8 different to that discharged by the Deister patrols.
 9 A. No.
 10 Q. But ShowSec wouldn't be going to --
 11 A. If I can just say, there's probably an 80% overlap.
 12 Q. But ShowSec staff wouldn't be going to all the areas
 13 that the Deister patrols visited, do you agree?
 14 A. No, they wouldn't be visiting non-public back of house
 15 areas.
 16 Q. They wouldn't be inspecting the fabric of the building?
 17 A. No.
 18 Q. They wouldn't be looking out for any environmental
 19 challenges that there may be to the building?
 20 A. Yes, they would. In the public areas, if there was
 21 liquid on the floor, it's a specific requirement that
 22 they inform the control room so that it can be dealt
 23 with. So that comes under the environmental.
 24 Q. The chairman, Sir John, made the point to you
 25 yesterday -- and the reference to the transcript for the

1 record is {Day26/208:17} to {Day26/209:11} -- that the
 2 2.10 obligation in the FM agreement was on SMG, not on
 3 ShowSec.
 4 A. Correct.
 5 Q. And you chose -- for my part I'm not being critical, but
 6 SMG chose not to continue to carry out Deister patrols
 7 during the events.
 8 A. Yes.
 9 Q. SMG could have continued those patrols had it chosen to
 10 do so?
 11 A. Yes.
 12 Q. And have you seen any document of any sort anywhere
 13 which says that SMG had subcontracted the obligations
 14 under 2.10 to ShowSec?
 15 A. Not specifically that wording, no.
 16 Q. And did you ever sit down with anybody from ShowSec and
 17 tell them that they were, in effect, taking over Deister
 18 patrols?
 19 A. No, other than when they provided shift relief for the
 20 control rooms.
 21 Q. Lastly, please, about the mezzanine level and the
 22 pre-egress check sheet that Mr de la Poer showed you
 23 yesterday. The reference, we don't need it up, is
 24 {INQ36769/1}.
 25 Before I come to that document, can I ask you just

1 to stand back, as it were, and place yourself into the
 2 position you were in in May 2017. Did you play any part
 3 in May or before May in discussions with ShowSec about
 4 the nature of their work at the arena on event days?
 5 A. No.
 6 Q. Are you able to say from your personal knowledge with
 7 any degree of confidence whether you knew ShowSec staff
 8 were patrolling the mezzanine level or not?
 9 A. No.
 10 Q. And as I understand your evidence in respect of the
 11 pre-egress sheet, you didn't create that?
 12 A. No. It was created by the events department.
 13 Q. You didn't know who the author was in terms of the
 14 individual?
 15 A. I believe it was either James Allen or Miriam Stone.
 16 Q. Do you know how it ended up within the counter-terrorism
 17 awareness document?
 18 A. No. That's a ShowSec document.
 19 Q. Yes. Did you ever discuss it with anybody from ShowSec?
 20 A. No.
 21 Q. I'm just wondering, are you in fact the right SMG
 22 witness to talk to this document?
 23 A. I'm aware of the document.
 24 Q. Yes, but --
 25 A. And I've acted as fire safety officer at events where

1 the checks are discussed.
 2 Q. But are there others at SMG who are better positioned to
 3 talk about the document --
 4 A. Yes.
 5 Q. -- rather than you?
 6 A. Yes, absolutely.
 7 MR LAIDLAW: Thank you.
 8 Questions from THE CHAIRMAN
 9 SIR JOHN SAUNDERS: Can I just clarify one thing? First of
 10 all, I want to be absolutely clear, I think it's
 11 implicit in everything you have said that the obligation
 12 to do the Deister patrols would continue during the time
 13 of a show; is that right? I don't want to know what the
 14 terms were as to when they should take place, but there
 15 would have been an obligation, do I understand
 16 correctly, to do a Deister patrol during the time of
 17 a show?
 18 A. There's an obligation to complete a number of Deister
 19 patrols in a 24-hour period, so, no, not necessarily
 20 during the show.
 21 SIR JOHN SAUNDERS: Okay. Did you allow for the Deister
 22 patrols -- were you allowing for a certain number to be
 23 done by ShowSec?
 24 A. No.
 25 SIR JOHN SAUNDERS: So are you telling me that the correct

1 number of Deister patrols would be done by SMG, even on
 2 a show day, within that 24 hours?
 3 A. I believe that they would do them, yes.
 4 SIR JOHN SAUNDERS: So are you saying -- I'm a bit lost,
 5 I must say. I thought you subcontracted the contractual
 6 obligations to do the Deister patrols on to ShowSec on
 7 show days.
 8 A. No, I didn't. What I said was there is really no point
 9 sending somebody to check a door that requires them to
 10 move a security officer out of the way to check that
 11 door, so it's a double provision.
 12 SIR JOHN SAUNDERS: Okay. I'm really sorry, you did tell me
 13 that you subcontracted it in terms, as I understand it;
 14 that's what you have just been asked about.
 15 Are you saying there was no obligation on SMG to
 16 carry out Deister patrols from the time ShowSec came on
 17 to the time ShowSec went off?
 18 A. Operationally, no, I don't believe that was the case.
 19 SIR JOHN SAUNDERS: So are you telling us that on 22 May,
 20 if we check the records, we would find out that in that
 21 24 hours the correct number of Deister patrols was done?
 22 A. I would hope so. I haven't checked the records.
 23 SIR JOHN SAUNDERS: And as far as this contractual
 24 obligation is, I don't know how many there were you had
 25 to do each day, but let's say there were eight, picking

1 a number out of the sky, I have no idea how many it was,
 2 you could do your eight patrols between 10 and 5 and not
 3 do any after that, there's no requirement to spread them
 4 over a 24-hour period, just do them when you like?
 5 A. There was a requirement to ensure that the building was
 6 secured for the whole of the 24 hours, yes; the Deister
 7 patrols were one mechanism.
 8 SIR JOHN SAUNDERS: Right. I think most of us have been
 9 going under a misunderstanding of what your evidence
 10 would appear to be.
 11 One other matter, please -- and anyone else who
 12 wants to explore that of course can -- you said that the
 13 only time that ShowSec people would do Deister patrols
 14 would be when you had employed them to replace your own
 15 staff, do I understand this, within a control room?
 16 A. Yes.
 17 SIR JOHN SAUNDERS: So not necessarily on a show night at
 18 all?
 19 A. No.
 20 SIR JOHN SAUNDERS: It could be --
 21 A. Occasionally on a show night, but yes.
 22 SIR JOHN SAUNDERS: If you did do that, you would give the
 23 ShowSec employee or they would have --
 24 A. Yes.
 25 SIR JOHN SAUNDERS: -- I'm not sure, what would you call it?

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1 A control button of some sort?
 2 A. I don't know a better term, it's a baton.
 3 SIR JOHN SAUNDERS: Right, okay. Thank you.
 4 MR DE LA POER: In fairness to Mr Laidlaw, can I just check
 5 whether he has any questions arising out of this?
 6 MR LAIDLAW: I think we'd better deal with it through
 7 ShowSec witnesses in due course. I know you have the
 8 point, sir.
 9 MR DE LA POER: Can I just check, as I have done previously,
 10 given the indication we have had, that there are no
 11 questions on behalf of Greater Manchester Police? I'll
 12 give them a moment.
 13 MR HORWELL: No, thank you.
 14 MR DE LA POER: Thank you very much indeed.
 15 Then can I turn next, please, to the bereaved
 16 families and Mr Cooper.
 17 Questions from MR COOPER
 18 MR COOPER: Can I just clarify with you, please, you accept,
 19 don't you, that SMG had unequivocal responsibility for
 20 security across all common areas of the arena complex?
 21 A. Yes.
 22 Q. And that included, I know it's a basic question but
 23 sometimes it's good to get back to basics, that included
 24 the City Room?
 25 A. Yes.

14

1 Q. And that would be well-known, would it, the
 2 responsibility of SMG for the City Room? That would be
 3 well-known by people in senior positions in SMG because
 4 it was so important?
 5 A. Yes.
 6 Q. It's fundamental, isn't it?
 7 A. Yes. It's part of the complex.
 8 Q. Who is Mr Sharkey?
 9 A. He's the senior vice-president, executive vice-president
 10 for SMG.
 11 Q. And part of his domain would be Manchester Arena?
 12 A. Yes.
 13 Q. And he would know, would he, that the City Room was
 14 SMG's responsibility as far as security is concerned?
 15 A. Yes.
 16 Q. And it would be astounding if he didn't, wouldn't it?
 17 A. I'd be surprised, yes.
 18 Q. Yes. Thank you.
 19 In terms of security and security responsibilities
 20 for the mezzanine area, yesterday we had disclosed
 21 a statement from someone called Lucy Hunt, and she had
 22 made this statement only yesterday and it was downloaded
 23 to us yesterday, but I had a chance to look at it
 24 overnight and I'd like to ask you about it. Have you
 25 had a chance of seeing it?

15

1 A. No, this is the first --
 2 Q. With your permission, sir, we only had it --
 3 SIR JOHN SAUNDERS: That's fine. Perhaps we could have it
 4 up. I do want you to have an opportunity to read it.
 5 If you aren't able to answer questions about it, then
 6 obviously you must say so. If you want more time to
 7 look at it, again you must tell me.
 8 A. Yes.
 9 MR COOPER: Thank you. I'll give you the exact reference.
 10 That is {INQ037010/1}. I would like to direct your
 11 attention, but by all means, it's only a short
 12 statement, look at it all, but I'm going to direct your
 13 attention to paragraph 6 {INQ037010/2} in due course of
 14 that statement. Take your time because you won't have
 15 seen this. As I say, the statement was only made
 16 yesterday.
 17 If we can go to the top, we can establish, if it
 18 helps you, who this witness is. If we can go to the
 19 start of that statement, {INQ037010/1}.
 20 Lucy Hunt, between 2010 and 2016, was employed by
 21 SMG Europe Limited as an event manager at the
 22 Manchester Arena, and she explains the various roles she
 23 had. Her manager, at paragraph 2, was Miriam Stone.
 24 She explains the circumstances there. And she's asked
 25 to deal with certain matters, and then I'll take you to

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1 paragraph 6 {INQ037010/2}, please, and read that
 2 carefully . In due course I'm going to ask you whether
 3 you agree with her.
 4 SIR JOHN SAUNDERS: Right. Do you want to read the whole
 5 document?
 6 A. Yes.
 7 SIR JOHN SAUNDERS: Right. Have we got a typed copy?
 8 Perhaps go back to page 1. Tell us when you've finished
 9 reading page 1 and we'll go on to page 2, okay?
 10 We will now wait while you read it. We'll read it
 11 at the same time.
 12 (Pause)
 13 A. Okay.
 14 MR COOPER: You've read that carefully. My question was
 15 in relation to paragraph 6. Firstly, do you agree with
 16 what Ms Hunt says?
 17 A. Yes.
 18 Q. Let's be clear about this and what that statement says
 19 at paragraph 6. She looks at the entire City Room area
 20 that has been retained in the document that we've
 21 already seen and has been referred to. She says this:
 22 "I do not believe that aspect of the check sheet
 23 needed to change and I have no memory of discussing this
 24 with Tom Bailey as requiring amendment or
 25 clarification ."

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1 And here it is:
 2 "As far as I am concerned, the checks anticipated by
 3 this form included the raised section of the City Room,
 4 that included the entrance to JD Williams and
 5 McDonald's. This is spelt out in terms on both the old
 6 and the new version of the check sheet. I expected this
 7 area to be checked because it was not possible to see
 8 around the raised area from just looking from the main
 9 floor."
 10 So you entirely agree with her on that, do you?
 11 A. Yes.
 12 Q. Thank you.
 13 I want to ask you now a little about the risk level
 14 which was assessed for the arena on the night of
 15 22 May 2017. We know that that assessment was low,
 16 wasn't it, as far as the event was concerned?
 17 A. I wasn't party to any of that.
 18 Q. Do you have any input at all in how that assessment is
 19 come to for individual concerts?
 20 A. No, I have no involvement in events other than providing
 21 safety officer cover when I'm in the country.
 22 Q. That will be for others then.
 23 In answer to a question yesterday, you referred to
 24 the unique challenge that was offered by the arena and
 25 you went into that. I'm not going to go over that

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1 again. I want to clarify what steps you then said you
 2 put into place to meet that unique challenge. You said:
 3 "Additional stewarding on the footbridge."
 4 Yes?
 5 A. Yes.
 6 Q. And what do you mean by additional stewarding?
 7 A. Well, prior to the redevelopment of the station there
 8 was no stewarding on the bridge because the bridge
 9 didn't exist. So as part of the revision that I believe
 10 James Allen and Miriam did in concert with ShowSec, was
 11 to look at the management of public safety over that
 12 structure.
 13 Q. Let's be clear about that. The management of public
 14 safety. Think about that and just make sure that you
 15 want to tie yourself to that expression. You say that
 16 that redevelopment, which included the bridge --
 17 A. Yes.
 18 Q. -- in 2013 was for what? What was its purpose?
 19 A. The purpose of the bridge was predominantly revenue
 20 protection.
 21 Q. Thank you. Because that's what I thought you'd said it
 22 was and we're going to go to that document.
 23 A. Sorry, if I can just finish. It was revenue protection
 24 for the rail operator.
 25 Q. Yes, thank you. So what did you say a minute ago about

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1 public protection?
 2 A. It was -- James and Miriam and ShowSec reviewed it and,
 3 because it's a confined structure, they looked at how
 4 they would deliver crowd safety in that location for the
 5 events.
 6 Q. So in terms of the bridge itself, the entire reason for
 7 that redevelopment, would you say, was revenue
 8 protection?
 9 A. There was an element of roof renewal, but the bridge
 10 structure and the concourse redevelopment was to
 11 introduce ticket barriers for revenue protection, yes.
 12 Q. Again, you say that. Let's briefly look at it. It's
 13 {INQ032661/5} at paragraph 4.11. This is your note and
 14 your discussion with solicitors.
 15 4.11. There you see it at the second line:
 16 "NH [that's a solicitor] asked if you anticipate
 17 issues from Northern Rail if the City Room was to be
 18 closed to the public during the day. MC said
 19 absolutely. He said that the entire purpose of the
 20 Manchester Victoria Station redevelopment was for
 21 revenue protection. The whole purpose was that you had
 22 to go through a ticket barrier to get to a train. The
 23 route through the Trinity link and over the mezzanine
 24 link bridge does not go through a ticket barrier and
 25 therefore there is no requirement to buy tickets."

20

1 And you go on to explain that.
 2 So the entire purpose for the Manchester
 3 Victoria Station redevelopment was for revenue
 4 protection, correct?
 5 A. Operationally, that's how it appeared to us, yes.
 6 Q. That's what you say anyway. The entire purpose was for
 7 revenue collection --- protection?
 8 A. Yes.
 9 Q. In that context at paragraph 4.11, you're asked:
 10 "... issues with Northern Rail if the City Room was
 11 to be closed to the public during the day."
 12 So effectively what you're saying there is that if
 13 the City Room was to be closed to the public during the
 14 day, the significant thing that would stop that would be
 15 Northern Rail complaining about revenue protection?
 16 A. Yes.
 17 Q. Otherwise, the City Room could have been closed, if
 18 appropriate, to the public during the day?
 19 A. That wasn't the only factor.
 20 Q. All right. What were the factors, it's fair to ask you?
 21 A. The call centre. Their front door is in the City Room.
 22 So their lease gives them access rights for their staff,
 23 visitors and others. The reserved rights in the
 24 headlease allow Network Rail use of City Room as
 25 a connection for their customers. The McDonald's

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1 restaurant on their lease, obviously if you close the
 2 City Room they have no customers. It couldn't work.
 3 NCP car park, it was their connection to the city
 4 centre. The go-karting track, their customers get off
 5 public transport and come through City Room, they had
 6 rights in their lease.
 7 Q. I understand.
 8 SIR JOHN SAUNDERS: Mr Cooper, just before we go further,
 9 can we perhaps go back to page 1 and ascertain the date
 10 of this document? For people watching it's quite
 11 important they should know.
 12 MR COOPER: The date of the document is 28 July 2017.
 13 Do you see that?
 14 A. Yes, I do.
 15 SIR JOHN SAUNDERS: So this is discussions after the event
 16 of the murders taking place?
 17 A. Absolutely.
 18 SIR JOHN SAUNDERS: Can I check, this is presumably produced
 19 by SMG, so any question of legal professional privilege
 20 has been waived by them?
 21 MR COOPER: As I understand it, sir.
 22 SIR JOHN SAUNDERS: Thank you.
 23 MR COOPER: The City Room, though, during this period, was
 24 closed at times, wasn't it, to the public? It's not
 25 a matter that it wasn't closed, it was closed, wasn't

22

1 it?
 2 A. Between midnight and 5.30 in the morning.
 3 Q. Midnight and 5 o'clock, but we won't fall out over that.
 4 So there is a right of closure, isn't there, as far
 5 as SMG are concerned? There's a right to close the
 6 City Room to the public, isn't there? SMG have a right
 7 to do so, don't they?
 8 A. Yes.
 9 Q. It's not a matter that they can't do so, it's a matter
 10 that, for the reasons that you've expressed, it's not
 11 considered to be practical, commercially, to do so?
 12 A. Yes. The right to close it was bound in time ---
 13 SIR JOHN SAUNDERS: Can we stop for a moment? I'm just
 14 a bit concerned by the way that's been expressed because
 15 I'm not sure that they would have the right without the
 16 landlord's consent. You will know better than I from
 17 the documents, but the landlord consents or requests it
 18 to be closed between 12 and 5. I'm not sure if that
 19 means that, if it's been misinterpreted, SMG could shut
 20 it whenever they like.
 21 MR COOPER: Perhaps I will refer to the source of this and
 22 then we can clarify directly.
 23 SIR JOHN SAUNDERS: Thank you. Please do.
 24 MR COOPER: It's {INQ0255586/1}.
 25 SIR JOHN SAUNDERS: If I've got it wrong ---

23

1 MR COOPER: You may be right, sir. We can clear it up as to
 2 where I got it from. It's a statement. Paragraphs 18
 3 and 19 of your witness statement, Mr Cowley.
 4 You deal there at paragraph 18 {INQ0255586/3} with
 5 the area leased to SMG, and you go into the technical
 6 details.
 7 A. Mm-hm.
 8 Q. Then towards the bottom, the last four lines:
 9 "Consequently, although SMG had rights of access and
 10 egress over the area which included the City Room,
 11 at the time of the attack the landlord, and therefore
 12 SMG under the facilities management agreement, did not
 13 have the right to close the City Room or Trinity Way to
 14 anyone. The City Room was a public thoroughfare
 15 connecting to the NCP car park and Trinity Way to
 16 Victoria Station. Moreover, SMG did not have the right
 17 to stop non-ticket holders entering the City Room.
 18 While, in practice, the FM team did lock the City Room
 19 to restrict access between around midnight and 5 o'clock
 20 in order to keep it clear from vagrants, et cetera, this
 21 did not cause Network Rail concern because it was
 22 outside of the hours during which the trains were
 23 running."
 24 A. Yes. That's provided for in the headlease.
 25 Q. All right.

24

1 A. And the headlease says 5.30 in the morning.
 2 Q. Let me bottom this out. In terms of closing the
 3 City Room to the public, the practicality of it was, was
 4 that it was just commercially difficult for those that
 5 required the area to do business?
 6 A. It was contractually not possible.
 7 Q. All right. I'm not going to go over old ground as far
 8 as dark days and event days are concerned, but I want to
 9 try and pull it together, if I can, as far as security
 10 is concerned and as far as security on the mezzanine
 11 area.
 12 During non-event days, the security would include
 13 full-time SMG employees?
 14 A. Yes.
 15 Q. Well-trained SMG employees?
 16 A. Yes.
 17 Q. Supervised SMG employees?
 18 A. Yes.
 19 Q. With the Deister equipment that we have spoken of?
 20 A. Yes.
 21 Q. On event days, that task would be undertaken by,
 22 certainly as far as we have seen with the witnesses,
 23 ShowSec stewards; yes?
 24 A. The security, the physical presence in that location?
 25 Q. Yes.

25

1 A. Yes.
 2 Q. Some of them teenagers?
 3 A. I'm not aware of the age ranges of the staff.
 4 Q. On minimum wage?
 5 A. Again, I have no involvement in their contractual
 6 arrangements.
 7 Q. Whose training consisted, effectively, of online
 8 requirements which were left to them to execute?
 9 A. Again, I have no involvement in that and no knowledge of
 10 it.
 11 Q. Would you accept that if that is the case, the quality,
 12 let alone the procedural matters, which others have
 13 dealt with, the quality of individuals conducting the
 14 security was far higher during the non-event days
 15 through SMG than it was during event days through
 16 ShowSec?
 17 A. No, I wouldn't agree with that.
 18 SIR JOHN SAUNDERS: Okay, Mr Cooper, that is obviously
 19 something I will assess, having heard all the evidence
 20 about the training. I'm not sure this witness has, in
 21 fairness to him, heard all the evidence to do with the
 22 training, so --
 23 MR COOPER: I won't ask him then.
 24 SIR JOHN SAUNDERS: Thank you.
 25 (Overspeaking)

26

1 MR COOPER: -- very clear to you, we've got a tranche of
 2 witnesses coming and in many respects if these
 3 questions, as you'll no doubt say, are outside your area
 4 or outside of your experience, please say so and I will,
 5 to put your mind at rest, move on and we'll put those
 6 questions to another appropriate witness. So I'm not
 7 asking you to guess and I wouldn't want you to
 8 misinterpret this.
 9 A. It is probably worth saying that during event times the
 10 security staff for the arena were still on duty and
 11 performing duties. So the addition of ShowSec is an
 12 enhancement of security.
 13 SIR JOHN SAUNDERS: Okay. Is that really right? As
 14 I understand it, they were not doing any security in the
 15 City Room apart from looking at CCTV.
 16 A. Which is a significant component.
 17 SIR JOHN SAUNDERS: It certainly could be.
 18 A. Yes.
 19 SIR JOHN SAUNDERS: But we know also about what happened on
 20 event days and the other control room having priority,
 21 as it were.
 22 A. Yes. But the Whiskey Control Room was still monitoring
 23 the CCTV.
 24 SIR JOHN SAUNDERS: Okay. Just tell us what the rest -- I'm
 25 so sorry to interrupt --

27

1 MR COOPER: No, it's very helpful, sir.
 2 SIR JOHN SAUNDERS: Tell us what the rest of your security
 3 staff would be doing during an event. They're looking
 4 at CCTV, okay, we've got that and we have heard from
 5 Mr Edwards about that.
 6 A. Yes, they would be monitoring the fire alarm with the
 7 fire safety officer. They would be monitoring the
 8 access control systems. They would be monitoring radio
 9 systems, which were also monitored in Sierra Control.
 10 And they would be dealing with some of the back of house
 11 operational issues as they did on every day.
 12 SIR JOHN SAUNDERS: Thank you.
 13 MR COOPER: Whilst the ShowSec operatives were on the
 14 ground, as it were, doing the physical security work?
 15 A. Yes.
 16 Q. Let me move on to another matter that you might be able
 17 to help us with, concerning the grey doors and the
 18 requirement that people stand next to them and do not
 19 move.
 20 I would like to take you, please, if I can, to
 21 {INQ001947/1}, which from memory should be a three-page
 22 document. I'm going to ask that we go to -- let's
 23 clarify what it is first. This is a multi-agency
 24 planning meeting. You didn't attend, but Miriam Stone
 25 and James Allen did. And significant questions will be

28

1 asked of them so I am not going to press you on the
 2 detail.
 3 This was held on 30 November 2016. I just want to
 4 ask you about the grey doors, if I can. It might come
 5 under your expertise.
 6 {INQ001947/3}, please. I'll see it in a moment,
 7 where we can see "grey doors". It's the top:
 8 "The grey doors are reportedly in an unsafe
 9 condition. They are supposed to be secure but we've had
 10 to leave them open. This degrades the integrity of
 11 City Rooms. It's in everyone's interests to get them
 12 sorted."
 13 So do I understand from this, certainly when this
 14 document was created in December or November 2016, that
 15 these grey doors that we have heard of were left open?
 16 A. I believe from reading that, they'd been damaged and
 17 couldn't be locked, yes.
 18 Q. Is there any reason, as far as you're concerned, why
 19 they needed to be constantly attended to?
 20 A. Yes, so in the event of an evacuation, the staff member
 21 could release the doors.
 22 Q. Release the doors?
 23 A. Yes.
 24 Q. But were they not at this stage at least broken and open
 25 in any event?

29

1 SIR JOHN SAUNDERS: Okay --
 2 (Overspeaking)
 3 A. I don't know -- this is coinciding with the --
 4 MR COOPER: It's the end of 2016.
 5 SIR JOHN SAUNDERS: But are you saying in May 2017 --
 6 MR COOPER: I was going to ask whether indeed, so far as the
 7 witness was concerned, whether they were in the same
 8 state (overspeaking).
 9 A. No, they were repaired --
 10 Q. They were repaired? All right.
 11 A. -- I believe shortly after that report.
 12 Q. I'll move on.
 13 SIR JOHN SAUNDERS: But the reason for keeping them locked
 14 was, as I understand it, that was another way of
 15 bypassing the ticket barrier?
 16 A. Yes. You could go straight on to the mezzanine bridge
 17 and you were inside the ticket cordon.
 18 MR COOPER: The booking offices are in the City Room, aren't
 19 they, where you can buy tickets?
 20 A. Yes.
 21 Q. Did the booking area, where the glass is and people
 22 exchange money and tickets -- is the glass there
 23 bulletproof?
 24 A. Yes, I believe it is. It's ballistic rated; I don't
 25 know whether it's bulletproof.

30

1 Q. So certainly a facility in the City Room was designed
 2 and created to be ballistically protected and
 3 bulletproof. Why? Why?
 4 A. Why?
 5 SIR JOHN SAUNDERS: I think the answer maybe obvious if you
 6 think you're being asked an obvious question.
 7 MR COOPER: I am leading to the next question --
 8 A. I thought (overspeaking).
 9 MR COOPER: Was there a particular concern that people
 10 behind those screens needed protection in the City Room?
 11 A. As part of the design in 1993, I believe the
 12 consideration was based on the handling of cash, yes.
 13 Q. Right. Was there any assessment done at that time, for
 14 instance, as to the vulnerability of the City Room to
 15 crimes of violence?
 16 A. I have no knowledge of it.
 17 Q. Is it right to say that the only protection offered in
 18 the City Room to protect people from crimes of violence
 19 at the time of this atrocity was bulletproof glass to
 20 protect the transactions of cash?
 21 A. No, no.
 22 Q. What other protections, apart from obviously -- we've
 23 dealt with security and we'll deal with it again. What
 24 other physical protections were in place apart from
 25 bulletproof glass to protect the cash?

31

1 A. Physical protections? I think that was probably the
 2 only one, but that wasn't the question you asked.
 3 Q. Let me then redefine the question. The only physical
 4 protection in the arena at the time of the bomb was
 5 bulletproof glass to protect cash-taking?
 6 A. As far as I'm aware, yes.
 7 Q. You were asked -- I want to just deal with one brief
 8 matter relating to Bataclan and I'm dealing with that in
 9 substance with Mr Allen later. But Mr Gibbs yesterday
 10 did ask you about a British Transport Police involvement
 11 and he put to you certain matters as far as their
 12 involvement and assistance was concerned. And indeed,
 13 he mentioned an individual, a superintendent, called
 14 Eddie Wylie. You had a number of communications with
 15 him, as we've established, from Mr Gibbs' questions;
 16 is that right?
 17 A. Not personally, no.
 18 Q. But you're aware of them because you answered yesterday?
 19 A. Yes.
 20 Q. Again, Mr Gibbs established very helpfully that BTP and
 21 Eddie Wylie were in relatively regular communication
 22 with security at the arena. Do you remember his view or
 23 did you hear of his view in relation to the impact of
 24 Bataclan on safety in the arena?
 25 A. No.

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1 Q. Are you aware, for instance, and I can take the court in
 2 due course to the reference, it's a reference from
 3 Miriam Stone, that Eddie Wylie said --
 4 SIR JOHN SAUNDERS: Shall we wait until Miriam Stone comes?
 5 I'm so sorry, you're just giving the question --
 6 MR COOPER: That's fair.
 7 Are you aware at all about whether, and I'll leave
 8 it here, are you aware at all about whether BTP, and in
 9 particular Eddie Wylie, had a view on the impact of the
 10 Bataclan atrocity upon safety at the arena?
 11 A. No.
 12 Q. You weren't? All right.
 13 A. (Overspeaking).
 14 SIR JOHN SAUNDERS: It was not discussed with you?
 15 A. No.
 16 MR COOPER: You're not aware of his view? All right.
 17 I was asking you a little time ago about the steps
 18 you took to cover the unique challenge at the arena, and
 19 you dealt with the footbridge and stewarding, and
 20 I segued effectively on to the redevelopment.
 21 The other matter that you mentioned was liaison with
 22 emergency services.
 23 A. Yes.
 24 Q. And what do you mean by liaison with emergency services
 25 over and above what you'd normally do?

33

1 A. It depends what you're calling normal. There were
 2 regular multi-agency planning meetings. There was
 3 regular interaction with GMP and BTP.
 4 Q. Wouldn't there be normally?
 5 A. I don't know. In your daily life, is that what you do?
 6 Q. Pardon?
 7 A. In your daily life, is that what you do?
 8 Q. No, I don't daily liaise --
 9 A. It depends what you call normal --
 10 Q. You asked me the question and no I don't --
 11 SIR JOHN SAUNDERS: I don't want you to answer and I don't
 12 want you to ask him questions because the rule of the
 13 game is you he asks the questions and you give the
 14 answers.
 15 MR COOPER: Let me ask the question again.
 16 You said that you took steps yesterday to cover the
 17 unique challenge that the arena presented.
 18 A. Yes.
 19 Q. We've dealt with the footbridge and the stewarding on
 20 the footbridge. I'm not going back to that. That was
 21 the first thing you mentioned. The second thing you
 22 mentioned to deal with the unique challenges of the
 23 arena -- what you would normally do to deal with the
 24 unique challenges was liaison with the emergency
 25 services, and I'm asking you the simple question: over

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1 and above what you'd normally do, what extra liaison did
 2 you have with emergency services to deal with that
 3 unique challenge?
 4 A. So the teams had the multi-agency planning meetings to
 5 review the physical building and the event activities.
 6 Q. And that wouldn't have happened had it not been for the
 7 unique challenge that the arena presented?
 8 A. No, BTP are involved because it is connected to and
 9 partially over a railway station.
 10 Q. So let's clarify this. The steps you took to cover the
 11 unique challenge of the arena was, (1), stewarding on
 12 the footage, (2), communicating with BTP because the
 13 venue was over a railway station. Any other steps you
 14 took? Because I don't want it to be misinterpreted that
 15 these were significant steps, you see.
 16 A. Yes.
 17 Q. What other steps did you take apart from dealing with
 18 stewarding on the bridge and liaising with BTP because
 19 there was a railway track underneath?
 20 A. I'm not aware of any other details.
 21 Q. Thank you.
 22 As far as BTP are concerned, though, are you aware
 23 or involved with the hiring of BTP officers to attend
 24 at the arena to provide extra security?
 25 A. No.

35

1 Q. That's not part of your domain, as it were, to do that?
 2 A. No.
 3 Q. Would that be Mr Allen again, as far as asking him
 4 questions about the costs of BTP and --
 5 A. The event management is under James Allen, yes.
 6 Q. All right.
 7 You already told us, and I'm not going to press you
 8 then, that security levels and the setting of security
 9 levels was absolutely nothing to do with you and you had
 10 no input into it whatsoever. Correct?
 11 A. Security levels for what?
 12 Q. At the arena. I don't want to go over it again, but
 13 at the arena on the night of the Ariana Grande --
 14 A. The stewarding --
 15 Q. It was low and you had no input into that whatsoever?
 16 A. No.
 17 Q. As a man who no doubt knows, as you've told us,
 18 a significant amount about security, were you surprised
 19 that the level for the Ariana Grande concert on
 20 22 May 2017 was low?
 21 A. No, because I wasn't involved in the process, so
 22 I hadn't analysed the outcome. It wasn't in my remit.
 23 Q. All right. That's a fair answer.
 24 I just want to clarify a few technical details as
 25 far as who's owned by who and again this may not be in

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1 your domain. We're going to hear a bit about
 2 Live Nation later on. Are you aware that Live Nation is
 3 owned by ShowSec?
 4 A. Other way round.
 5 Q. ShowSec owns Live Nation then; yes?
 6 A. No. Live Nation own ShowSec. They are a subsidiary.
 7 Q. I thought I'd put that. Live Nation own ShowSec.
 8 A. Yes.
 9 Q. I thought I'd asked that question. Live Nation own
 10 ShowSec --
 11 SIR JOHN SAUNDERS: I think you put it the other way round
 12 actually.
 13 MR COOPER: I'm so sorry. Live Nation own ShowSec?
 14 A. Yes.
 15 Q. And can you give us a little more detail about that? Is
 16 it in your ability to do so? Tell us about that
 17 relationship.
 18 A. I'm not party to that relationship. I don't know how
 19 close the relationship is.
 20 Q. So Live Nation own ShowSec and, as we know, Live Nation
 21 were the promoters of the Ariana Grande concert.
 22 A. Yes, I believe so.
 23 Q. Again, say if this is a question you are unable to
 24 answer because of your experience or involvement, but if
 25 a level of security at the concert had been higher than

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1 low, medium or high, would that have impacted upon the
 2 level of security that might have been offered at the
 3 scene?
 4 A. Again, it's not something I'm involved in.
 5 Q. All right. Bear with me because you'll be relieved to
 6 know that I'm calling back questions from Mr Allen so
 7 I don't trouble you with matters that you can't deal
 8 with.
 9 (Pause)
 10 I'm reminded, sir, that there is an issue that may
 11 require a restricted session. Perhaps, excess of
 12 caution, we enter into that.
 13 MR DE LA POER: Sir, just for the efficient management of
 14 today, I would propose that if there is to be
 15 a restricted session, we do that when all of the
 16 questioning has been completed in unrestricted --
 17 SIR JOHN SAUNDERS: That's a good idea.
 18 MR DE LA POER: -- because there are practical arrangements
 19 that need to take place and delays built into it.
 20 Thank you very much indeed, Mr Cooper, for indicating
 21 that.
 22 By making that submission, can I just say that
 23 I think it would be worth counsel having a discussion
 24 about whether now is the right time to do that. I'm not
 25 for a moment suggesting it isn't, but I think

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1 a discussion ought to take place and we'll impose upon
 2 Mr Cowley, if we can, to permit that discussion to take
 3 place whilst we resolve it between ourselves and
 4 submissions can then be made.
 5 Just looking at Mr Atkinson, I don't think he has
 6 any questions. He does have questions? I'm pleased
 7 I looked at him.
 8 Questions from MR ATKINSON
 9 MR ATKINSON: Mr Cowley, very briefly, three short topics,
 10 please.
 11 In relation to CCTV, you identified that those in
 12 the Whiskey Control Room, certainly ordinarily, would be
 13 SMG employees?
 14 A. Yes.
 15 Q. And you pointed out that they were SIA licensed?
 16 A. Yes.
 17 Q. I think it's right that at the time that we are
 18 concerned with -- and if this is an Allen question
 19 rather than a Cowley question you will please say so --
 20 I think it's right that at the time of these events
 21 in May 2017, they were SIA licensed but had not
 22 undergone the SIA CCTV control room course?
 23 A. No. No, I don't believe they had.
 24 Q. In answer to a question from Mr Laidlaw over there,
 25 still on the topic of control rooms, you said that

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1 ShowSec would provide shift relief for control rooms.
 2 A. Yes.
 3 Q. Would that include the Whiskey Control Room?
 4 A. Yes.
 5 Q. And would that involve ShowSec, rather than SMG, at
 6 times monitoring the CCTV?
 7 A. Yes.
 8 Q. What training did you understand they had had for that
 9 purpose?
 10 A. They were always SIA-licensed staff.
 11 Q. So again, like the SMG staff, licensed but not
 12 necessarily having undergone the control room training?
 13 A. The CCTV training, yes.
 14 Q. Second topic in relation to Deister patrols, briefly,
 15 because we seem to have spent quite a long time on that
 16 today, one way or the other.
 17 Mr Lopez, {INQ012126/50}, I think.
 18 You were taken to this, which is part of the
 19 contract between SMG and ShowSec in relation to
 20 ShowSec's work at the arena. The first of the questions
 21 was that it was no part of ShowSec's responsibility to
 22 undertake many of the purposes of a Deister patrol, for
 23 example in relation to the maintenance of the building
 24 and identifying faults.
 25 A. Yes.

40

1 Q. Under the heading of "Event stewarding", can you see
 2 that at the top of the page, and there's the first
 3 bullet which reads:
 4 "In relation to all events ..."
 5 Are you with me?
 6 A. Yes.
 7 Q. There are three dashes and three little paragraphs under
 8 that. The third of those:
 9 "ShowSec will support the work of venue staff in
 10 areas such as reporting and identifying maintenance
 11 issues, toilet checks, reporting on levels of
 12 cleanliness within the venue, and reporting of health
 13 and safety issues."
 14 So in those respects, very much the same as someone
 15 undertaking a Deister patrol would have been doing?
 16 A. Yes.
 17 Q. Thank you.
 18 Another document, {INQ025141/22}. In answer to
 19 a question from the chairman, you indicated that you
 20 would have expected the normal number of Deister patrols
 21 to have been undertaken on 22 May 2017.
 22 A. Yes.
 23 Q. I'm not going to ask you details about how many or what
 24 times they should have been, but this is the
 25 Whiskey Control log for that day and records three

1 in the time that this log covers. Does that sound like
 2 the normal number or not?
 3 A. That would be normal for a shift, yes.
 4 SIR JOHN SAUNDERS: No, that's not the question. Is that
 5 normal within a 24-hour period?
 6 A. No, I would probably expect to see more in a 24-hour
 7 shift.
 8 MR ATKINSON: We may have to explore that further in other
 9 ways.
 10 SIR JOHN SAUNDERS: At the end of this I'm certainly going
 11 to ask SMG to do some investigation of these matters for
 12 me because it doesn't appear terribly clear to me at the
 13 moment, which may be entirely my fault. But unless
 14 we have the complete documentation, it may be difficult
 15 to reach any conclusion.
 16 MR ATKINSON: Final topic, final document, {INQ022832/1}.
 17 This is the facilities management agreement.
 18 {INQ022832/5}, the bottom of the page. You were taken
 19 by Mr de la Poer yesterday to a series of provisions
 20 within the facilities management agreement that made
 21 reference to the SO, which you helpfully told us stood
 22 for supervising officer. We can see that that term is
 23 explained at the bottom of this page of the
 24 interpretation section of the facilities management
 25 agreement.

1 A. Yes.
 2 Q. So:
 3 "A responsible officer of the client ... to act on
 4 its behalf in the discharge of the client's obligations
 5 under the terms of the agreement."
 6 We heard, what seems quite a long time ago now, from
 7 Oliver Smith from Mansfords, who were then effectively
 8 the client for the purposes of this facilities
 9 management agreement. He told us that Mansfords had not
 10 appointed a supervising officer during the time that
 11 they were the other half of this agreement to you.
 12 A. Okay.
 13 Q. Does that accord with your recollection, that there was
 14 no one designated from the client that you were meant to
 15 report to?
 16 A. No, it doesn't.
 17 Q. So take as an example, if we go in the same document to
 18 {INQ022832/42}. Under "General responsibilities and
 19 liaison with other parties", was SMG having regular
 20 liaison with an SO in the time that you were concerned
 21 with this contract?
 22 A. Certainly with their representative, yes, which was
 23 Savills.
 24 Q. So is that a separate --
 25 A. Yes. I believe they'd appointed Savills, the property

1 agents, to fulfil that duty, and that's who we had
 2 regular meetings with.
 3 Q. Were you also reporting to them on a regular basis?
 4 A. Yes.
 5 Q. Your operation of the contract?
 6 A. Yes.
 7 Q. And were they raising with you, as they were entitled
 8 to, issues, for example, as to the way that the arena
 9 was being run, for example in relation to its security?
 10 A. I don't believe that was ever specifically raised, no.
 11 Q. This provision also allows for weekly meetings between
 12 SMG's facilities manager and the major tenants of the
 13 premises and you've gone through who the other tenants
 14 within the arena complex were.
 15 A. Yes.
 16 Q. Were those meetings happening on a weekly basis?
 17 A. Much more frequently. It was probably multiple
 18 interactions each week.
 19 Q. Would that have provided a means by which SMG could have
 20 explored with the other tenants any change to the access
 21 routes through the City Room if that was something SMG
 22 wanted to do for security reasons?
 23 A. No, that wouldn't have been the channel for that
 24 discussion.
 25 Q. So you wouldn't in a regular meeting have said, "We may

1 want to look at this with you”?

2 A. No, the arena would have raised that through their lease

3 with the landlord, the landlord who has a contractual

4 relationship with the other tenants would have that

5 discussion.

6 Q. So at this point in time would that have been Mansfords

7 again?

8 A. Yes.

9 Q. You’d have gone to —

10 A. Not me, no. I had no involvement in the operation of

11 the arena.

12 Q. But SMG would have gone to Mansfords to say, “We want to

13 change the arrangements in relation to the City Room for

14 security reasons”, Mansfords would then have gone to the

15 other tenants, if they agreed to do it, and Mansfords

16 would have gone to the other tenants to deal with the

17 contractual position so far as they were concerned?

18 A. I believe that would have to be the case, yes.

19 Q. Right. But you were never party to any such —

20 A. No.

21 MR ATKINSON: Thank you very much.

22 MR DE LA POER: Finally, sir, on behalf of SMG, Mr O’Connor,

23 please.

24 Questions from MR O’CONNOR

25 MR O’CONNOR: Mr Cowley, can I start by picking up on an

1 answer you gave just a moment ago to Mr Atkinson. You

2 said that you had no operational involvement in the

3 arena itself or words to that effect. You have set out

4 your experience in your witness statement and

5 Mr de la Poer took you through that yesterday afternoon.

6 I don’t want to go through it in detail, but can I just,

7 I hope, clarify one or two matters on this issue.

8 As you’ve explained, you were the head of the

9 facilities management branch of SMG —

10 A. Yes.

11 Q. — in 2017 and in fact for many years before that?

12 A. Yes.

13 Q. At that time you had responsibility nationwide, although

14 you were based in Manchester, is that right?

15 A. Yes. Well, it was across Europe, yes.

16 Q. You’ve seen — we’ve gone to the facilities management

17 agreement, I think I may take you back to it in a few

18 minutes. We’ve seen the services then that you, with

19 that facilities management responsibility, discharged?

20 A. Yes.

21 Q. But would it be right to say that that was to one side

22 of the day-to-day operation of the arena?

23 A. Yes. That was an arrangement with the landlord for

24 common areas, not part of the operation of the arena.

25 Q. The arena itself was run on a day-to-day basis by

1 James Allen, the general —

2 A. Yes, absolutely.

3 Q. And we’ve heard that Miriam Stone, beneath him, was the

4 head of events?

5 A. Yes.

6 Q. And to some of the questions you have been asked,

7 particularly the way in which the arena was run, the way

8 in which things took place during events, you have said

9 that wasn’t part of your responsibility. Is that the

10 explanation because it was their side of the fence

11 rather than yours?

12 A. Yes, correct.

13 SIR JOHN SAUNDERS: Do you mind if I clarify that?

14 I understand exactly what you’re saying about events in

15 the arena, but during events you were still responsible

16 for security in the City Room and for everyone passing

17 through it, who would include people going to the arena;

18 is that right?

19 A. Yes, that was covered under the FM agreement.

20 SIR JOHN SAUNDERS: Thank you.

21 MR O’CONNOR: Can I just take you to one discrete point

22 before I go on to a longer topic and that’s on the box

23 office windows.

24 Can we have on the screen, please, a statement that

25 was prepared by Mr Allen, {INQ035963/1}. I don’t know

1 if you have seen this statement, Mr Cowley.

2 Can we have {INQ035963/5}.

3 Can you just read through, Mr Cowley, paragraph 23

4 of the statement? There’s no mystery about this, I’m

5 going to ask you whether you agree with what’s written

6 there.

7 SIR JOHN SAUNDERS: No doubt Mr Allen can say it himself.

8 I have no doubt this witness would agree with what’s

9 said there. I also don’t see any difficulty about

10 having armoured glass. I think the point being made is

11 that other similar provision was not made for other

12 people rather than saying it shouldn’t have been

13 armoured glass in the box office.

14 MR O’CONNOR: Since the matter had been set out, I simply

15 wanted to take this witness to it today.

16 SIR JOHN SAUNDERS: I’m sorry, I just wanted to

17 short-circuit that. I may have made it longer by doing

18 what I did.

19 MR O’CONNOR: I’m going to move on and I’m going to take you

20 to the facilities management agreement and in particular

21 this question of the Deister patrols.

22 {INQ022832/1}. On the first page that we have, we

23 see, and we’ve heard this already, that this was

24 a contract that was made in 2010.

25 A. Yes.

1 Q. So some 15 years after the arena had started operation?
 2 A. That's correct.
 3 Q. You'd been there in one form or another that whole time?
 4 A. Yes.
 5 Q. As had the SMG side of the fence who were running the
 6 arena itself?
 7 A. Mm—hm.
 8 Q. As had ShowSec?
 9 A. Yes.
 10 Q. And would it be fair to say that there were
 11 well—established practices by that stage for running the
 12 arena, both in terms of facilities management and in
 13 terms of the way that it was run for events?
 14 A. Yes.
 15 Q. If we can go to {INQ022832/36}, please. This is simply
 16 to see that we've gone to schedule 4, which is the
 17 service level agreement, which you've been shown.
 18 Could we then go to the next page, {INQ022832/37},
 19 please. If we just look at the second paragraph of the
 20 introduction, we see a record of the fact:
 21 "This service level agreement has been redrafted to
 22 reflect the changes in ownership, occupancy and
 23 operation that have occurred over the past 8 years since
 24 the contract was awarded to SMG."
 25 So does that correctly describe the circumstances

1 which led to this particular contract being drafted?
 2 A. Yes.
 3 Q. And we've seen that you had a part to play in drafting
 4 this contract?
 5 A. Yes.
 6 Q. And would it also be right that you had been involved
 7 in that operation in the arena that led up to it?
 8 A. Yes.
 9 Q. Would it be a fair way of putting it that both of the
 10 parties to this contract had been involved in the
 11 running of the arena and the facilities management side
 12 of things in the period before this contract was
 13 drafted?
 14 A. Yes.
 15 Q. So they were coming to this contract with an existing
 16 form of working in play?
 17 A. Yes, I believe so.
 18 Q. Did that include the Deister patrols?
 19 A. Yes.
 20 Q. Can we turn on, please, to — I think we can go to
 21 {INQ022832/68} in the document. These are pages we've
 22 seen before, Mr Cowley.
 23 We see here the list of minimum duties where we see
 24 at (g), "Foot patrols of the buildings".
 25 Then if we can go on to the next page,

1 {INQ022832/69}. There is the paragraph (r), which we've
 2 looked at before, which provides a bit more specificity
 3 about those foot patrols, does it not?
 4 A. Yes.
 5 Q. And we've all read that. And that is the provision
 6 which relates specifically to the way in which those
 7 foot patrols were to be carried out.
 8 Just looking at the way in which that particular
 9 paragraph is drafted, Mr Cowley, will you agree with me,
 10 first of all, what is — specific provision is made for
 11 the location of the clock points that these patrols were
 12 to cover. They're not set out there?
 13 A. No.
 14 Q. But it is specified that they are to be agreed?
 15 A. Yes.
 16 Q. Were they in fact already in existence?
 17 A. They were already in place, yes.
 18 Q. Was there in fact a process of looking at them again, do
 19 you recall, or were they simply adopted and rolled
 20 forward?
 21 A. I believe that the security team, Paul Johnson and his
 22 manager, added additional ones over time.
 23 Q. It may well be that you can't remember, and it may be
 24 that it doesn't matter, but my question was actually
 25 whether it happened at that time or not. Perhaps you

1 don't know.
 2 A. I don't recall. I know they were in existence already.
 3 Q. The provision was made then for the route to be
 4 followed, the locations. There's no provision here, is
 5 there, for the frequency with which the patrols were to
 6 be conducted. That's not specified in paragraph —
 7 A. No, the frequency varied quite significantly. So if
 8 they did a patrol of every single point, that would take
 9 significantly longer than a focused patrol.
 10 SIR JOHN SAUNDERS: Could we just look at the page before?
 11 Could we go back a page? {INQ022832/68}, "Minimum
 12 duties". I'm just looking to remind ourselves at (a):
 13 "All duties will be required on a 24—hour 7 days per
 14 week basis."
 15 A. Yes.
 16 MR O'CONNOR: So you're required to be doing the duties that
 17 are then set out full time, as it were?
 18 A. Yes.
 19 Q. There's no period when you can close the Whiskey Control
 20 Room and go home?
 21 A. No, no, it's manned 24 hours a day.
 22 Q. I don't think it's inconsistent with that to say that
 23 although there was clearly a requirement for you to be
 24 conducting these foot patrols on a 24—hour, 7—day a week
 25 basis, it's not specified how many times within, say,

1 a 24-hour period you're required to do them?
 2 A. No, it's not.
 3 Q. You've given very clear evidence that as far as these
 4 Deister patrols that were conducted by SMG staff are
 5 concerned, the practice in 2017 was that you would on
 6 a dark day be doing them periodically throughout the
 7 day?
 8 A. Yes.
 9 Q. On a day which included an event, you would be doing
 10 them up to the time when show time started?
 11 A. Up to ShowSec starting their pre-event checks, yes.
 12 Q. But not during the show time period?
 13 A. No.
 14 Q. And then you would resume them again when the show time
 15 period ended?
 16 A. That's right.
 17 Q. Was that also the practice before 2010?
 18 A. Yes.
 19 Q. Was that something that both -- clearly you knew about
 20 it, but was that something the landlord knew about as
 21 the way in which you were doing your operations at the
 22 time?
 23 A. Yes, I believe he was.
 24 SIR JOHN SAUNDERS: At the time this contract was negotiated
 25 it would have been made clear, would it, that no Deister

1 patrols would take place during the period of a show
 2 time, and we have shows which could last all day? You
 3 did have them, didn't you?
 4 A. I can't recall.
 5 SIR JOHN SAUNDERS: You did have quite long --
 6 A. Yes, we had conference events that went on all day.
 7 SIR JOHN SAUNDERS: So however long the conference event
 8 was, you wouldn't be doing Deister patrols, and that
 9 would be known to the landlord, would it?
 10 A. Yes. I don't think it was explicitly discussed, but
 11 yes.
 12 SIR JOHN SAUNDERS: So they would know implicitly?
 13 A. Yes, through the discussions on the regular meetings,
 14 yes.
 15 MR O'CONNOR: Just going back to paragraph (r), Mr Cowley,
 16 you answered a question from Mr Laidlaw. The agreed
 17 locations, accepting that they changed over time, that
 18 these Deister patrols covered were not the same as the
 19 pre-egress checks conducted by ShowSec, were they?
 20 I think we can all see, and we have heard, there were
 21 overlaps.
 22 A. Yes.
 23 Q. They weren't a mirror image, were they?
 24 A. No.
 25 Q. So it wouldn't be right to say that the checks that

1 ShowSec were conducting were a duplicate of the checks
 2 that the Deister patrols conducted on other times?
 3 A. That is right.
 4 Q. Would that also have been understood, do you think, by
 5 the landlord in 2010, who you were contracting with?
 6 A. Yes.
 7 SIR JOHN SAUNDERS: Would that be implicit or explicit?
 8 A. I think that would be implicit, yes.
 9 MR O'CONNOR: Just to be clear, Mr Cowley, is it something
 10 that the parties with whom you were contracting at the
 11 time would have understood out of that course of conduct
 12 in the years running up to 2010 --
 13 A. Yes. (Overspeaking). They understood how the event
 14 operation worked, yes.
 15 Q. All right. That's all I want to ask you about that,
 16 thank you --
 17 SIR JOHN SAUNDERS: Before you actually finish can I just
 18 get a bit more detail? On a dark day, how many shifts
 19 would you have?
 20 A. Two.
 21 SIR JOHN SAUNDERS: Two shifts. When do they go from?
 22 A. I think it would probably be a 6 am/6 pm.
 23 SIR JOHN SAUNDERS: Okay. 6 am to 6 pm, 6 pm to 6 am?
 24 A. Yes.
 25 SIR JOHN SAUNDERS: Did you as a matter of practice require

1 each shift to carry out a certain number of Deister
 2 patrols?
 3 A. As I recall, there was a requirement in the control room
 4 manual for -- I think it set out a target number, yes.
 5 MR COOPER: If I can assist on this, sir, this is a matter
 6 we have raised under the restricted session.
 7 SIR JOHN SAUNDERS: I'm not going to ask any details of the
 8 numbers.
 9 MR COOPER: It's a matter we'll be addressing you on in due
 10 course.
 11 SIR JOHN SAUNDERS: We'll deal with that at a later stage
 12 then. We're obviously concerned not to disclose
 13 publicly any material which might aid people to attack
 14 your premises.
 15 A. Absolutely, understood.
 16 SIR JOHN SAUNDERS: Right, thank you.
 17 MR DE LA POER: Sir, we've been going nearly an hour and
 18 a half. I don't say that we don't need to go into
 19 a restricted session, I think it's looking likely,
 20 although I will need to take instructions on that, and
 21 you may need to hear submissions. But because they are
 22 so time-consuming to set up, as you know, sir, I'm just,
 23 if I may, going to see if we can avoid the need for
 24 that. It may be that we can't, but if you, sir, will
 25 bear with me, and the stenographer will bear with me for

1 10 minutes, I'm going to see where we get to with
 2 Mr Cowley and at that point I would invite you to have
 3 a break and we'll need to reflect on the need for
 4 a restricted session.
 5 SIR JOHN SAUNDERS: Shall we just pass on from this and ask
 6 what Mr O'Connor is going to ask and then have a break?
 7 MR DE LA POER: If Mr O'Connor has further questions, yes.
 8 MR O'CONNOR: I entirely endorse what Mr de la Poer says.
 9 I haven't had chance to discuss --
 10 SIR JOHN SAUNDERS: As soon as we've finished, we'll break
 11 for 15/20 minutes in order for this to be discussed.
 12 Obviously it's much better if it is reached with
 13 agreement.
 14 MR O'CONNOR: Mr Cowley, I want to move on and just talk
 15 about the City Room security measures. You were asked
 16 about SMG's right to close the City Room. The position
 17 we reached, I think it's clear, as you said in your
 18 statement, you did not have the right to close the
 19 City Room; is that right?
 20 A. No.
 21 Q. Can we have on screen, please, Mr Cowley's second
 22 statement, which is {INQ034759/1}.
 23 If we could go to {INQ034759/1}, paragraphs 4 and 5.
 24 These were points Mr de la Poer took you to yesterday
 25 relating to the layout of the City Room and the

1 particular challenges that it presented in terms of
 2 security. Do you recall that?
 3 A. Yes.
 4 Q. You will recall that you were asked in relation to these
 5 issues whether you had considered obtaining external
 6 expert advice about security in the City Room. Can
 7 I just ask you two questions on this. First of all,
 8 given your facilities management role and
 9 responsibilities, we've seen what's set out in the
 10 facilities management agreement in that regard, would
 11 the obtaining of expert evidence or an independent
 12 report into these matters actually have fallen within
 13 your facilities management role, do you think?
 14 A. If it was specifically event-related then, no. No, it
 15 wouldn't.
 16 Q. Can you expand on that?
 17 A. So if it was reviewing for an event, then, no, it
 18 wouldn't fall within my remit.
 19 Q. Can I just ask you, can we go over to the next page.
 20 It's paragraphs 15 and 16 I want to ask you about. It's
 21 the page after that. {INQ034759/3}.
 22 I'm going to ask you about those paragraphs in
 23 a minute, Mr Cowley. Is it right that in fact the arena
 24 and the operational side of the arena did receive
 25 independent expert advice about security from the

1 Greater Manchester Police counter-terrorism advisers?
 2 A. Yes, absolutely.
 3 SIR JOHN SAUNDERS: You just led that, which is actually
 4 a matter of dispute, I think, between Greater Manchester
 5 Police, whether they were entitled to rely on advice
 6 from them. This is a matter which has to be discussed.
 7 So I know that the arena are saying they relied on a
 8 CTSA's advice, Greater Manchester Police are saying, as
 9 I understand it, they're not entitled to rely on the
 10 CTSA for advice. So just let's -- don't lead that,
 11 please. By all means say what he thought, but don't say
 12 it as a matter of fact when it's a matter in dispute, if
 13 you don't mind, Mr O'Connor.
 14 MR O'CONNOR: I do apologise. We will come to it. I'm not
 15 sure that particular matter is in dispute. We will see.
 16 There are a number of disputes in that area. I'm not
 17 sure that's still one of them.
 18 SIR JOHN SAUNDERS: Okay. You may be more up to date than
 19 me then.
 20 MR O'CONNOR: That's certainly my understanding, sir, but if
 21 I'm wrong about that, that makes the fact that I led
 22 this witness worse, so I'm sorry.
 23 Coming to this, Mr Cowley, what we see at
 24 paragraphs 15 and 16 is:
 25 "We were not involved in the relationship with

1 Mr Upham"; is that right?
 2 A. That's correct.
 3 Q. But what did you understand to be the outcome of those
 4 meetings?
 5 A. The outcome was, I understand, a scoring system that
 6 measured the security arrangements and set action plans
 7 for improvement.
 8 Q. In general terms, how well did the arena perform?
 9 A. As I recall, I had verbal debriefs with Lee Sinnott,
 10 who'd attended, and the general impression was that we'd
 11 scored very well, and matters arising were being
 12 progressed.
 13 Q. Thank you. We can take that down. I am going to come
 14 back to that statement, but not straightaway.
 15 One of the suggestions that's been made is that
 16 walk-through metal detectors might have been installed
 17 in the City Room. We know they have been since the
 18 attack, but they might have been installed prior to the
 19 attack. As a practical matter, would that in fact have
 20 required the City Room to be closed on event days in
 21 your view?
 22 A. Yes.
 23 SIR JOHN SAUNDERS: It depends where you put the metal
 24 detector, doesn't it? I'm not suggesting it would have
 25 solved this particular problem, but clearly that's

1 right, isn't it? If you put them in the doors in the
 2 arena, you wouldn't need to close the City Room?
 3 A. I'd probably dispute that.
 4 SIR JOHN SAUNDERS: Okay.
 5 A. If you had walk-through metal detectors at the doors,
 6 you'd have an unchecked, very dense crowd on the other
 7 side of them, and no way of preventing unticketed,
 8 unchecked people coming in. So yes, I believe if you're
 9 going to put that operation in place, you would have to
 10 make that a sterile area with a soft check --
 11 SIR JOHN SAUNDERS: Sorry, Mr O'Connor, that was my wrong
 12 intervention.
 13 MR O'CONNOR: Perhaps we can just go back to that statement
 14 we were looking at and if we look at paragraph 12, which
 15 is on {INQ034759/2}. That's what you say there,
 16 I think, Mr Cowley, although you have explained it in
 17 a little more detail.
 18 A. Yes.
 19 Q. Is it because of the -- in order to use the metal
 20 detectors effectively, the area around them has to be
 21 a sterile area?
 22 A. Yes. You'd have to create a soft ticket check out of
 23 perimeter or you'd do a layered security.
 24 Q. You've been asked some questions already about the
 25 hypothetical question of what would have happened if an

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1 attempt had been made by SMG to institute exactly that
 2 type of security and to close the City Room. We're
 3 going to hear from others, in particular Mr Allen, about
 4 it. I don't want to take up too much time, but since
 5 it's covered in your statement as well, can we please
 6 have a look on screen at this very page that we're on,
 7 paragraph 8.
 8 What you say there is:
 9 "My honest belief is that this [and that is the
 10 installation of metal detectors] would not have been
 11 possible prior to the attack because the requirement to
 12 keep the City Room open and available at all times had
 13 specifically been retained in the headlease and the
 14 underlease."
 15 And you've already given some evidence about that.
 16 A. Yes.
 17 Q. In a little more detail, if we can look over at the next
 18 page {INQ034759/3}, please, at paragraph 17. Is it
 19 right that you there set out that range of difficulties
 20 relating to the other tenants of the exchange complex --
 21 A. Yes.
 22 Q. -- that you'd anticipate to have caused a problem?
 23 A. Mm-hm.
 24 Q. We've touched on many of them already. You refer
 25 towards the end to the fact that -- we've heard about

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1 the McDonald's, we have heard about it closing. I think
 2 the date that we usually see for that is December 2016;
 3 does that sound right to you?
 4 A. Yes, although I wasn't actually in the country at the
 5 time.
 6 Q. What you do say towards the end of this paragraph is --
 7 well, tell us. There was a plan to replace McDonald's
 8 as a tenant in that space?
 9 A. Yes, absolutely.
 10 Q. So even if an attempt had been made to close the
 11 City Room after McDonald's had closed, the existence of
 12 that unit and the desire to re-open it would have played
 13 a part, do you think?
 14 A. Yes.
 15 Q. We know that after the attack, this arrangement was put
 16 in place. Were you involved in the process of the
 17 discussions with the landlord and the other tenants to
 18 put that into place?
 19 A. No. I wasn't directly involved in that process,
 20 although I did see copies of correspondence.
 21 Q. Do you have an understanding, and if so can you give us
 22 a summary of it, of how easy it was to obtain the
 23 relevant permissions?
 24 A. At that time I don't actually believe we got permission
 25 to close it for the first event. The offer we got was

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1 caveated that we could close it and the caveat was that
 2 we needed to maintain access for all those that had
 3 rights.
 4 Q. Just to be clear, this was after the attack?
 5 A. That was after the attack, yes.
 6 Q. I'm not going to press you on that any more, Mr Cowley;
 7 we can ask Mr Allen more about that series of events.
 8 Can I just ask you about another topic, which is
 9 similar to but not quite the same as walk-through metal
 10 detectors --
 11 MR DE LA POER: Could I just interrupt, Mr O'Connor? I'm
 12 very concerned about the stenographers. Can I check how
 13 long you are going to be. I don't want to put any
 14 pressure on him at all. There is an advantage of us
 15 pressing through this to take a break at a natural
 16 point.
 17 MR O'CONNOR: I have probably another 5 minutes or
 18 10 minutes.
 19 SIR JOHN SAUNDERS: Can I say generally, we're extremely
 20 grateful to the stenographers for the amount of effort
 21 they've put in and the willingness they have to keep
 22 going. They're fine? I'm sure they're not fine but
 23 they're prepared to go on for another 10 minutes?
 24 MR DE LA POER: Thank you. I'm sorry to have interrupted
 25 you, Mr O'Connor.

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1 MR O'CONNOR: An issue similar but not quite the same.
 2 I know you've had a chance to follow at least some of
 3 the inquiry's evidence.
 4 A. Yes.
 5 Q. And I think it's right to say that you've looked at the
 6 evidence given by the experts some weeks ago now --
 7 A. Yes.
 8 Q. -- Colonel Latham and Dr BaMaung. You'll see one of the
 9 suggestions they made about a security arrangement that
 10 might have been in place was using X-ray machines to
 11 search or inspect bags that might otherwise be brought
 12 into the City Room. Do you recall that?
 13 A. Yes.
 14 Q. And the suggestion was that an X-ray machine might have
 15 been placed for that purpose, either on the station
 16 concourse at the bottom of the link bridge steps, or
 17 perhaps at the entrance to the City Room, in other words
 18 at the top of the bridge before one goes into the
 19 City Room.
 20 A. Yes. Mm--hm.
 21 Q. With your experience of facilities management and these
 22 buildings, what is your reaction to that proposal in
 23 terms of whether it would be practicable or not?
 24 A. There's a few practical challenges. If we take the
 25 station concourse, first. It's a station concourse. We

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1 couldn't ... Unless the City Room was closed to
 2 non-ticket holders, we couldn't scan bags at that point.
 3 You'd be scanning millions of people a year that weren't
 4 going through. So that really wouldn't work, it'd
 5 create chaos and congestion on the station. And for the
 6 one on the link bridge, as I recall, the sizing of the
 7 link bridge was based on the exit width required for the
 8 egress and evacuation of the arena, so putting
 9 a significant obstruction in the way, I don't believe
 10 that would work. Operationally, that shouldn't be
 11 a point where you're checking large bags.
 12 If you'd walked all the way across the link bridge
 13 with a large bag, turning somebody back through a crowd
 14 because either they refuse to have their bag scanned
 15 because we have no right to scan it or we didn't like
 16 what was in the bag, it's too late, you're already in
 17 a crowd. Those are not natural points you would look to
 18 put a bag-scanning machine.
 19 Q. Are you familiar with these type of X-ray machines that
 20 might be used?
 21 A. Yes.
 22 Q. Are they machines that can easily be moved around?
 23 Would one be able to put one there for an event and take
 24 it away for a couple of days until the next event?
 25 A. No. There's a smaller version in the lobby downstairs

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1 here. They are environmentally sensitive, so once
 2 installed they do have to be set up and calibrated, is
 3 my understanding, and changes in the weather will affect
 4 the efficiency.
 5 Q. Just one more point on this. We've talked about X-ray
 6 machines in that area catching people who are
 7 approaching the City Room from the station.
 8 A. Yes.
 9 Q. Would it be right that if one wanted to stop people
 10 bringing large bags into the City Room, one would need
 11 to have other X-ray machines in other places, for
 12 example --
 13 A. We're focusing on one point of entry, there's three
 14 primary points of entry, so you'd need to cover all
 15 three if you were going to do it. And one of those
 16 points of entry is direct on to a public footpath on
 17 Trinity Way. Another is up a series of steps from
 18 Hunts Bank. So unless you provided all of them, you're
 19 not increasing the security.
 20 Q. What about people bringing a large bag from the car
 21 park?
 22 A. Again, that would be a fourth location.
 23 Q. And where might one put an X-ray machine if one wanted
 24 to catch people coming from the car park and also
 25 possibly people coming up the Trinity Way tunnel?

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1 A. You'd have to block the tunnel, which wouldn't be
 2 allowed because it's normally a congested area. There's
 3 no way you could do that from a safety perspective.
 4 Q. Would there be similar problems with an X-ray machine
 5 in the Fifty Pence Piece, for example?
 6 A. Yes. I don't know if we've seen images of that area.
 7 It is a congested area at significant points throughout
 8 the day. There isn't the space there.
 9 Q. Right. I want to move on, and I think the last thing
 10 I want to ask you about is just a little bit about the
 11 raised area in the City Room and CCTV.
 12 You gave evidence yesterday about the fact that
 13 you'd never understood that area to be called the
 14 mezzanine, which is what we've been calling it in the
 15 inquiry.
 16 A. Yes.
 17 Q. Is there something else, just to try and get behind that
 18 a bit, that's known as the mezzanine within the exchange
 19 complex?
 20 A. Yes.
 21 Q. What's that?
 22 A. The link bridge directly below that area outside
 23 JD Williams has always been referred to as the
 24 mezzanine. That's the station mezzanine bridge.
 25 Q. Just to be clear, we're not talking about the link

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1 bridge that's going down to the --
 2 A. No, not the new link bridge, no. So we have the
 3 mezzanine bridge which links the link corridor to the
 4 platforms and then the link bridge which connects
 5 City Room to the station concourse.
 6 Q. Just so we can get an idea of it, is that mezzanine
 7 bridge that you've just described something that one can
 8 access either through going through the grey doors in
 9 the City Room --
 10 A. Or the red doors --
 11 Q. -- or the red doors in the Fifty Pence Piece?
 12 A. -- of the link corridor, yes.
 13 Q. Finally, the blind spot you were asked some questions
 14 about yesterday. I don't want to go back to the
 15 photographs, we've seen the stills of unit 2 camera 2
 16 and there may be some more for us to look at in due
 17 course, but I just want to go back to something you
 18 said.
 19 In the course of answering questions about that you
 20 said something to the effect that it wasn't possible to
 21 cover all areas as a sort of general proposition of CCTV
 22 practice. Can you expand on that, please?
 23 A. Yes. It needs to be balanced between the number of
 24 cameras you're expecting an individual to be monitoring
 25 and their ability to monitor it. Ultimately, you could

1 add a thousand cameras, but could you efficiently
 2 monitor them? No.
 3 You start with the primary functional areas and
 4 build on that. So we wouldn't have coverage of a blank
 5 external wall. We'd actually have camera coverage of
 6 the doors and emergency exits in that facade, so the
 7 area between would be a blind spot.
 8 Q. Just following on from that, you've just, I think,
 9 started to talk about the significance in terms of
 10 a blind spot of the coverage that you have around the
 11 blind spot.
 12 A. Mm-hm.
 13 Q. If what one has is coverage that shows people moving
 14 around or walking into or out of a blind spot, is that
 15 an important consideration?
 16 A. Absolutely, yes. You wouldn't want an access point to
 17 your property not covered. If you cover the access
 18 point and you can see somebody turning to a blind spot
 19 and you've noticed that and identify it as suspicious
 20 behaviour, then they either come out or you investigate.
 21 Q. Just going to this particular area that we've been
 22 looking at, does that approach apply there?
 23 A. Yes. So you can see people come through the doors, the
 24 south doors, on to the link bridge. You can see people
 25 coming through there. You can see the bottom of the

1 steps. There's a PTZ camera and if you identified
 2 suspicious behaviour, you can zoom in on the activity.
 3 Q. You said PTZ, is that --
 4 A. Pan, tilt and zoom.
 5 Q. And that's the unit 2 camera 2 that we looked at
 6 yesterday?
 7 A. Yes.
 8 MR O'CONNOR: Mr Cowley, those are my questions.
 9 Further questions from MR COOPER
 10 MR COOPER: Sir, it's entirely my error. The blind spot
 11 reminded me there was one question I wanted to put on
 12 that. It's a simple question.
 13 The mezzanine blind spot wasn't corrected until
 14 2 months ago; did you know that?
 15 A. No.
 16 Q. Does that surprise you? Sorry, that's a second
 17 question.
 18 Further questions from THE CHAIRMAN
 19 SIR JOHN SAUNDERS: That's one question. That's enough.
 20 Thank you. I'm not really very interested in whether
 21 he is surprised.
 22 I want to ask something. Your responsibility was
 23 for security of the whole area?
 24 A. Yes.
 25 SIR JOHN SAUNDERS: It included the City Room?

1 A. Yes.
 2 SIR JOHN SAUNDERS: You've explained to us in very clear
 3 terms why the City Room is a difficult area.
 4 A. Yes.
 5 SIR JOHN SAUNDERS: You've looked at potential solutions as
 6 to how you can deal with it and, at the time,
 7 in May 2017, in essence you were saying they were
 8 impossible to achieve, in practical terms?
 9 A. In practical terms, yes.
 10 SIR JOHN SAUNDERS: Right. There is therefore, if you
 11 can't -- if you're in a situation where you couldn't do
 12 what you wanted to to make that place secure, there is
 13 one other alternative, isn't there?
 14 A. Not within my gift, no.
 15 SIR JOHN SAUNDERS: No, but if you can't do your job to
 16 provide security, isn't it your obligation to advise the
 17 events team that you cannot safely use the arena for
 18 events?
 19 A. I believe the staffing they provided dealt with the
 20 security requirements.
 21 SIR JOHN SAUNDERS: So you think it was safe as far as you
 22 were concerned?
 23 A. Yes.
 24 SIR JOHN SAUNDERS: Thank you.
 25 MR DE LA POER: Sir, as you'll appreciate, there are

1 a number of things going on behind the scenes and a big
 2 decision to be made about a restricted session. I've
 3 been instructed to ask for 30 minutes, please.
 4 SIR JOHN SAUNDERS: Okay. 12 o'clock. Thank you.
 5 (11.30 am)
 6 (A short break)
 7 (12.10 pm)
 8 MR DE LA POER: Sir, we've been a little longer than the
 9 30 minutes, but in fact in doing so we have saved
 10 ourselves a significant quantity of time. I ought to
 11 acknowledge that SMG were asked to reflect upon certain
 12 information. They've approached this in an extremely
 13 constructive way, if I may say so, and as a result
 14 we are able to achieve the information that we want to
 15 in an open session, meaning that the public will be
 16 fully informed and that we don't have to engage the
 17 difficult technical matters that are involved in the
 18 restricted session.
 19 I think Mr Cooper has some questions --
 20 SIR JOHN SAUNDERS: I'm very grateful for that. Thank you
 21 very much, and grateful to everyone who's taken part in
 22 those negotiations.
 23 Further questions from MR COOPER (continued)
 24 MR COOPER: Can I emphasise what my learned friend said?
 25 We're grateful to all concerned.

1 You're aware of the questions, Mr Cowley, I'm going
 2 to ask, perfectly properly, and we'll deal with them in
 3 a particular formula so it's done carefully.
 4 The questions concerning the Deister patrols. Would
 5 you agree with me that, around and about 22 May 2017,
 6 the direction was that there should be four patrols
 7 every 12 hours, in other words, eight patrols every
 8 24 hours?
 9 A. Yes.
 10 Q. Secondly, this: as far as the day of 22 May 2017 is
 11 concerned, would you confirm that there were three
 12 patrols?
 13 A. Yes.
 14 Q. And that each one started at the following times. I'm
 15 not going to give the finish time because that is
 16 sensitive because it displays the length of time these
 17 patrols take. But I am going to put to you the start
 18 times of each of the three. On 22 May 2017, the first
 19 was at 01.05; is that correct?
 20 A. Yes.
 21 Q. That's 01.05. The second one at 04.30; is that correct?
 22 A. Yes.
 23 Q. And the final one on 22 May was 12.12; is that right?
 24 A. Yes.
 25 MR COOPER: I'll leave it there. It will be a matter of

1 submissions as far as everything else is concerned.
 2 Further questions from MR DE LA POER
 3 MR DE LA POER: Sir, if I just follow that up and try to
 4 understand where we have landed with your evidence,
 5 Mr Cowley.
 6 The first point to make is one that's been made
 7 repeatedly by you, but it forms the context: facilities
 8 management was in your mind separate from operations; is
 9 that right?
 10 A. Yes.
 11 Q. We can perhaps just see this illustrated if we have
 12 a look, please, at a document you were taken to.
 13 {INQ001947/1}. It's the minutes of a meeting. We'll
 14 see how this is represented.
 15 We can see the first four attendees are all
 16 identified as Manchester Arena, whereas the next two,
 17 Mr Murphy and Mr Sinnott, are identified as SMG Europe.
 18 Mr Murphy and Mr Sinnott worked on your side of
 19 things in facilities management, didn't they?
 20 A. Yes.
 21 Q. By contrast, the other four names were on what you've
 22 described as the operations side?
 23 A. Yes.
 24 Q. So would you agree that this is a visual illustration,
 25 if you like, about the distinction that you have

1 repeatedly drawn between the two sides of the business?
 2 A. Yes.
 3 Q. The responsibility for security in the City Room under
 4 the facilities management agreement was on the
 5 facilities management side; is that right?
 6 A. Yes.
 7 Q. When you answered my questions, I took you to your first
 8 statement. If you can have that to hand, please, and
 9 look at paragraphs 76 to 79 {INQ025586/14}.
 10 Do you remember I asked you to read those to
 11 yourself before I asked you questions about it?
 12 A. Yes.
 13 Q. The paragraph in question that we have the focus on now
 14 is 78:
 15 "Once the arena was in show mode and in anticipation
 16 of ingress and egress, there was also a physical
 17 presence in and around the City Room, namely the ShowSec
 18 staff operating on behalf of SMG, who would also carry
 19 out pre-ingress and pre-egress checks."
 20 Do you see that?
 21 A. Yes.
 22 Q. It's the arm of SMG, given that you've drawn this
 23 distinction, that you are saying that they are acting
 24 upon. When you say SMG there, are you talking about the
 25 operations side --

1 A. Yes.
 2 Q. You're talking about the operations side?
 3 A. Yes.
 4 Q. So the obligation is on the facilities management side
 5 to carry out those matters in the facilities management
 6 agreement including the patrols, but when ShowSec are
 7 engaged, they are acting on behalf of the operations
 8 side?
 9 A. Yes.
 10 Q. Is the operations side during events discharging the
 11 obligations under the facilities management agreement or
 12 does the facilities management continue to discharge
 13 those? Do you see the point I'm making?
 14 A. Yes.
 15 Q. So have facilities management delegated it to operations
 16 and operations delegated it to ShowSec, is that how you
 17 see it, or is facilities management still the one
 18 responsible for carrying out the obligations under the
 19 facilities management agreement?
 20 A. Specifically for City Room security?
 21 Q. Yes.
 22 A. The operations team take on responsibility for that as
 23 delegated to ShowSec.
 24 Q. I'm not sure, and it'll be me, that I entirely
 25 understood. When you say "operations take on

1 responsibility for that", are they taking on
 2 responsibility from facilities management?
 3 A. Yes.
 4 Q. So it is a chain of delegation, this is how you see it?
 5 A. Yes.
 6 Q. That facilities management have said to the landlord,
 7 "We will make the City Room safe"?
 8 A. Yes.
 9 Q. And you do that on dark days and on event days when an
 10 event is not taking place through the facilities
 11 management team that we've seen on that organogram?
 12 A. Yes.
 13 Q. Come events, facilities management say, "Right, this is
 14 an event, so the operations team now discharge that duty
 15 for us"?
 16 A. Yes.
 17 Q. And in turn, as you understand it, operations then says
 18 to ShowSec, "You're discharging that for us"?
 19 A. Yes.
 20 Q. So via the operations team, in your mind, ShowSec are
 21 discharging the facilities management obligations
 22 in relation to the safety of the City Room?
 23 A. Yes.
 24 Q. Right.
 25 We know that on the 22nd, three out of a total of

1 potentially eight patrols were carried out. Those
 2 patrols were carried out -- when I say patrols I mean
 3 the Deister patrols -- by facilities management.
 4 A. Yes.
 5 Q. Those Deister patrols were carried out by your team;
 6 is that right?
 7 A. Yes.
 8 Q. They started the last one, as we've seen, just after
 9 midday?
 10 A. Yes.
 11 Q. But there was still some more to be done under the
 12 arrangement that you had with the landlord, is that
 13 right, for that day?
 14 A. Yes.
 15 Q. On the 22nd, did facilities management tell operations
 16 how many more had to be done during the event?
 17 A. I don't know, I wasn't present.
 18 Q. All right. Let's talk in general terms. Was there an
 19 agreement between facilities management and operations
 20 that where the number that it had been agreed to be
 21 undertaken had not been done by the time an event
 22 started and would need to be done during an event, that
 23 that information would be communicated to operations?
 24 A. I wouldn't have thought that was necessary.
 25 Q. All right.

1 A. So rather than a walking patrol and then leaving, it was
 2 a continuous physical presence. So I don't know how
 3 you'd count that as a number of Deister patrols. It
 4 turned from a patrolling for -- unoccupied with
 5 transient customers to a static provision, so it's then
 6 fully occupied by security staff.
 7 Q. I'm sure it's me who's misunderstood and I'm very
 8 anxious not to put words in your mouth so I am going to
 9 tell you what I had understood you to have said and you
 10 tell if you didn't mean to say that or you didn't say
 11 that and tell us what the real position is.
 12 When I was asking you questions, we discussed the
 13 patrols undertaken by ShowSec which were badged the
 14 pre-egress checks.
 15 A. Yes.
 16 Q. And I had understood you to suggest that those mobile
 17 patrols, that mobile movement around various areas, was
 18 effectively in lieu of the Deister patrols that you
 19 would do on dark days?
 20 A. Yes.
 21 Q. Is that right?
 22 A. Yes.
 23 Q. And there was an obligation to do a certain number as
 24 agreed with the landlord; is that right?
 25 A. Yes.

1 Q. So just circling back, I appreciate you say there were
 2 additional security measures in place in terms of the
 3 static, but if those pre-egress patrols were in
 4 fulfilment of the number that needed to be done within
 5 a 24-hour period, doesn't that require communication of
 6 how many have been done and how many are left to be
 7 done, including, presumably, how many might be done once
 8 the event has finished? Do you see the point that I'm
 9 making?
 10 A. Yes, I do see. I don't think it was ever considered as
 11 counting the number of patrols and ticking a box; the
 12 physical presence represents a security check.
 13 SIR JOHN SAUNDERS: Could we have one of those forms up --
 14 MR DE LA POER: Yes, of course.
 15 SIR JOHN SAUNDERS: -- for the pre-egress checks?
 16 MR DE LA POER: If you just give me one moment.
 17 {INQ036811/1}.
 18 SIR JOHN SAUNDERS: Look at that document, which is given to
 19 ShowSec --
 20 A. Yes.
 21 SIR JOHN SAUNDERS: -- which is requiring four pre-egress
 22 checks. Is that the substitute for the Deister patrols?
 23 A. Yes.
 24 SIR JOHN SAUNDERS: Whenever I put words into your mouth
 25 they seem to come back to haunt me later because

1 I totally misunderstand what you say. Is that right?
 2 A. That's reasonable. Obviously there are other checks
 3 that are done before the show.
 4 SIR JOHN SAUNDERS: Before show time?
 5 A. Before show time checks that are done in the same area.
 6 MR DE LA POER: So does it follow from that that when you
 7 get to the end of a 24-hour period, you look at the
 8 logbook and you say: we did them at X, Y and Z times,
 9 that's three from facilities management team, and here's
 10 the pre-egress check form, we have got three more that
 11 we did then, and then, perhaps after the event had
 12 finished, we did two more ourselves. Is that how it
 13 worked?
 14 A. To be honest, I don't audit them. I would expect it to
 15 be more of a qualitative process than just counting the
 16 patrols.
 17 SIR JOHN SAUNDERS: Could you tell me what that means,
 18 a qualitative process?
 19 A. So it would look at the range and extent of the actual
 20 Deister patrols that were done in the morning and then
 21 the areas that were covered during the show.
 22 SIR JOHN SAUNDERS: You understand the significance of all
 23 this?
 24 A. Yes.
 25 SIR JOHN SAUNDERS: Because it does mean that on 22 May, if

1 people had gone along that passage way, they would have
 2 come across Salman Abedi?
 3 A. Yes.
 4 SIR JOHN SAUNDERS: And that didn't happen.
 5 A. Yes.
 6 SIR JOHN SAUNDERS: And we're trying to work out why that
 7 didn't happen.
 8 A. Yes. Absolutely.
 9 SIR JOHN SAUNDERS: And you say that SMG, through you, had
 10 done what they could to ensure that it happened?
 11 A. Yes.
 12 MR DE LA POER: Is an explanation, or what might be thought
 13 to be a lack of clarity about this, because it really
 14 wasn't thought about carefully beforehand?
 15 A. I don't think the specific circumstances were reviewed,
 16 no.
 17 Q. Let's just take a step back and we'll circle back to
 18 where we are right now in just a couple of minutes.
 19 If we think about obligations here, we are focusing
 20 on the obligation to keep people safe in the City Room.
 21 Sitting above anything that anybody might agree, as
 22 we've seen referenced in the contract, is the law, isn't
 23 it?
 24 A. Yes.
 25 Q. The law imposes obligations on people. And that

1 includes, as we've seen, the Health and Safety at Work
 2 Act, which includes an obligation on employers to keep
 3 people who will be affected by their undertaking safe.
 4 Beneath the law, we had SMG, in the form of
 5 facilities management, agreeing with the landlord who
 6 would take responsibility as between those two people
 7 for the safety in the City Room. Do you agree?
 8 A. Yes.
 9 Q. That's what the facilities management agreement did?
 10 A. Yes.
 11 Q. And that agreement included minimum duties, listed as we
 12 have seen at 2.10, that the landlord and SMG agreed
 13 would need to occur in discharge of those obligations.
 14 Is that right?
 15 A. Yes.
 16 Q. And beneath that, in what might be termed the granular
 17 detail, SMG developed specific procedures to fulfil the
 18 terms of the minimum duties?
 19 A. Yes.
 20 Q. For example, we can see the location of particular
 21 clocking points is not something that the facilities
 22 management agreement specifies, but it is something
 23 which SMG identified and did they then tell the
 24 landlord, this is what we're doing?
 25 A. I honestly can't recall that.

1 Q. What about something like the number of Deister patrols,
 2 which we know is listed in the Whiskey handbook as at
 3 22 May? Was that something that was provided to the
 4 landlord to let the landlord know what you were doing
 5 in the discharge of those minimum duties?
 6 A. I don't know whether it was provided, but it will have
 7 been discussed.
 8 Q. It will have been discussed?
 9 A. Yes.
 10 Q. So in crude terms, somebody from facilities management
 11 would have said to the landlord, "Look, I know we've got
 12 to do these Deister patrols, we've got this equipment
 13 in, we've put it in there and, as at 22 May, we're going
 14 to do four every shift, total 8 in 24", something like
 15 that?
 16 A. Yes.
 17 Q. So the landlord knew that. And that was regarded as an
 18 acceptable discharge of the agreement between the two
 19 parties?
 20 A. Yes. I'm not aware of it ever being disputed.
 21 Q. Fine.
 22 Then, as you've told us, ShowSec is drawn in to
 23 discharge part of what you've told the landlord SMG is
 24 going to do?
 25 A. Yes.

1 Q. Is that right?
 2 A. Yes.
 3 Q. And that therefore is part of the eight that was the
 4 standing agreement as at 22 May 2017. So it's just
 5 in that context we circle back to where we were. How is
 6 it that there isn't a process, as I understand your
 7 evidence, for ensuring that those eight patrols are all
 8 done, some of them through ShowSec, some of them through
 9 your team?
 10 A. I don't know. I don't audit. I've never audited the
 11 control room.
 12 Q. But you are the head of facilities management; is that
 13 right?
 14 A. Yes.
 15 Q. You're the person who was responsible in part for the
 16 terms of the agreement?
 17 A. Yes.
 18 Q. It's your staff who have the primary obligation to
 19 achieve what has been agreed as the minimum standard.
 20 Do you agree with all of that?
 21 A. Yes.
 22 Q. None of that is unfair to you?
 23 A. No.
 24 Q. So what explanation can you give for why there wasn't
 25 that communication?

1 A. The manager and supervisor met with the representatives
 2 at Savills and if there'd been a problem it would have
 3 been escalated to me. So there was clearly a dialogue
 4 that had not raised an issue.
 5 Q. That's your conversation, SMG, with the landlord, as
 6 I've understood it?
 7 A. Yes.
 8 Q. I'm talking about your conversation with the people that
 9 you are saying that you subcontracted part of your
 10 obligations to. Do you understand what I mean by that?
 11 A. Yes.
 12 Q. So I'm asking you why it was, when you knew you had to
 13 do eight in 24 hours, that there wasn't a process by
 14 which how many had been done was communicated expressly
 15 to the people who were going to take up the slack.
 16 A. I can't answer that. I don't know.
 17 SIR JOHN SAUNDERS: You did earlier, first time round, use
 18 the word subcontract. You then didn't like that when
 19 I referred you back to it again today. I do understand
 20 you're saying now you don't directly subcontract for
 21 ShowSec.
 22 A. That's right.
 23 SIR JOHN SAUNDERS: The responsibility is done by the events
 24 team who are a different company, right?
 25 A. We're all part of the same company, different

1 operational division.
 2 SIR JOHN SAUNDERS: So not a different limited company?
 3 A. Not as far as I'm aware, no.
 4 SIR JOHN SAUNDERS: Right. Anyway, your team is handing
 5 over that part of your responsibility to the events
 6 team.
 7 A. Yes.
 8 SIR JOHN SAUNDERS: Is that correct?
 9 A. Yes.
 10 SIR JOHN SAUNDERS: Did you have a discussion with them at
 11 some time to talk about it?
 12 A. Not that I can recall, to be honest.
 13 SIR JOHN SAUNDERS: How did they therefore know what they
 14 were taking over from you?
 15 A. There must have been a discussion because it's reflected
 16 in the check sheets that are required. But I don't
 17 recall the discussion.
 18 SIR JOHN SAUNDERS: So the check sheets which are given to
 19 ShowSec are, you say, the reflection of the agreement
 20 between you and the events team?
 21 A. Yes.
 22 SIR JOHN SAUNDERS: I do understand you're SMG Europe,
 23 is that right?
 24 A. Yes.
 25 SIR JOHN SAUNDERS: And the events team is what company?

1 A. I think it 's SMG Europe or SMG UK, I'm not sure which.
 2 SIR JOHN SAUNDERS: Right. Okay. Thank you. Therefore you
 3 would have no direct connection with ShowSec, passing on
 4 the responsibility ?
 5 A. No.
 6 SIR JOHN SAUNDERS: That was down to the events team?
 7 A. Yes.
 8 SIR JOHN SAUNDERS: And it's up to them to hand on that
 9 responsibility to ShowSec in the way that Mr Laidlaw was
 10 asking about earlier on?
 11 A. Yes.
 12 MR DE LA POER: Just this: would you consider it a fair
 13 criticism if it was suggested that the approach to
 14 delegating this responsibility was not well—considered?
 15 A. It certainly wasn't well—documented, yes.
 16 SIR JOHN SAUNDERS: You didn't have a conversation with
 17 them?
 18 A. No.
 19 SIR JOHN SAUNDERS: If you didn't, whose responsibility
 20 would it have been to have the conversation with events
 21 within your team?
 22 A. It would probably have been a discussion with
 23 Lee Sinnott or Paul Johnson.
 24 SIR JOHN SAUNDERS: Okay.
 25 MR DE LA POER: We are going to hear from Mr Johnson in due

1 course and perhaps we can explore this further with him
 2 and indeed with the events team.
 3 Those are all the questions that I have for you,
 4 Mr Cowley.
 5 SIR JOHN SAUNDERS: Mr O'Connor, I'm going to give you the
 6 opportunity, if you wish, to ask further questions
 7 because we've obviously gone into different areas.
 8 Do you want to ask further questions?
 9 MR O'CONNOR: I don't, sir.
 10 SIR JOHN SAUNDERS: Thank you very much.
 11 MR DE LA POER: Thank you, sir.
 12 If Mr Cowley wouldn't mind waiting there, if I can
 13 bring you, sir, and the other core participants up to
 14 speed with events of today.
 15 It was envisaged that Mr Allen would give evidence.
 16 There are a number of good reasons, not least the fact
 17 that we are now at a time considerably later than we had
 18 hoped to be, by which I don't mean any criticism of
 19 anyone, and as a result Mr Allen will be joining us
 20 first thing on Monday morning with a clean start.
 21 That has involved the movement of witnesses who had
 22 already been moved to Monday, so can I acknowledge the
 23 gratitude of the inquiry legal team for their
 24 cooperation with that.
 25 We do appreciate that it is disruptive for witnesses

1 to be given a date and then asked at short notice to
 2 move, but this, it seemed to us, was the only solution
 3 to the situation we were presented with.
 4 In those circumstances, sir, there is no more live
 5 evidence for the inquiry today. As I say, there are
 6 very good reasons for that, so we would invite you to
 7 adjourn and sit again at 9.30 on Monday.
 8 SIR JOHN SAUNDERS: Right. I have been informed of the
 9 reasons, which do seem to me to be good reasons. I hope
 10 the core participants have also been given the reasons
 11 why we are not able to start the next witness today.
 12 Normally we would have sat a full day to do it. So has
 13 everyone been given that information and knows about it?
 14 MR COOPER: We are not aware. There's no criticism because
 15 there's been a lot of work going on on other matters,
 16 but I'm sure we can be informed.
 17 MR DE LA POER: There will be no difficulty with that at
 18 all, sir, and I am very grateful for Mr Cooper's
 19 understanding. We spoke to those who it was essential
 20 to speak to for the purposes of making the arrangements
 21 but no discourtesy was intended to any other core
 22 participant and we will make sure they understand the
 23 reasons.
 24 SIR JOHN SAUNDERS: I do understand that. We are finishing
 25 early on a day when we would normally sit to the end of

1 the day and that will be publicly known and therefore
 2 I want to make sure that everyone understands there is
 3 a good reason why we can't go on to the next witness.
 4 Also, I do want to emphasise to those who are
 5 watching this publicly that there is a huge amount of
 6 work which goes on out of hearing time and I'm sure
 7 everyone will confirm that. I'm very grateful for the
 8 amount of work that does go on and it will go on for the
 9 rest of the day, tomorrow, and probably over most of the
 10 weekend as well, so I hope people do not think that
 11 we're simply not devoting ourselves to the job, because
 12 we certainly are and, as I say, I'm very grateful for
 13 all the hard work which has been done.
 14 So we will now break off. We won't sit in the
 15 hearing room again until 9.30 on Monday morning.
 16 Thank you very much for your evidence, for which I'm
 17 very grateful. I'm sorry it's taken longer. I hope
 18 you have a good trip back to China whenever that may
 19 occur.
 20 A. Thank you.
 21 (12.36 pm)
 22 (The inquiry adjourned until 9.30 am on
 23 Monday, 2 November 2020)
 24
 25

1 I N D E X

2

3 MR MIKE COWLEY (continued)1

4 Questions from MR LAIDLAW1

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