

# OPUS2

Manchester Arena Inquiry

Day 90

April 20, 2021

Opus 2 - Official Court Reporters

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1 Tuesday, 20 April 2021  
 2 (10.00 am)  
 3 MS CARTWRIGHT: Good morning, sir. I'm going to continue  
 4 reading some of the witness statements, and as was  
 5 previously said when we read witness statements, we are  
 6 not dealing with the details of injuries or other  
 7 casualties witnessed.  
 8 SIR JOHN SAUNDERS: Thank you.  
 9 Witness statement of PHILIP DICK (read) (summarised)  
 10 MS CARTWRIGHT: I read last Thursday the statement of  
 11 Kim Dick. I'm now going to summarise the statement of  
 12 her husband, Philip Dick, from his statement dated  
 13 31 May of 2017.  
 14 Sir, I'm not going to give the details in his  
 15 witness statement that deal with him attending to take  
 16 his daughter and granddaughter to the concert with his  
 17 wife.  
 18 He sets out in his witness statement then:  
 19 "We returned to the arena foyer no later than  
 20 10.25 pm. Inside the foyer, there were other people  
 21 there that I presumed were parents waiting to pick up  
 22 their children. I could hear the music coming from  
 23 inside the arena, so I had a chat to one of the security  
 24 staff about the time the concert was going to finish.  
 25 We walked over to the merchandise stall and I was having

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1 a bit of banter with the staff about the fact that they  
 2 were selling jumpers for £65.  
 3 "As we waited, I kept walking towards the arena  
 4 doors and then Kim would call me back. I was on my way  
 5 back, walking towards Kim, which I would describe as  
 6 being 6 to 8 feet away from the merchandise stall with  
 7 my right-hand towards the arena. Kim had her left-hand  
 8 side towards the arena door and we were diagonally  
 9 looking at each other.  
 10 "At this point I saw a bright reddish-yellow flash  
 11 and heard a loud bang, which knocked me into a stumble.  
 12 My initial thought was that it was a thunderflash, which  
 13 is a pyrotechnic device used in the army to simulate  
 14 explosions. I very quickly realised that it wasn't  
 15 a thunderflash and was a real explosion.  
 16 "I had a ringing in my head and couldn't hear  
 17 anything. There was smoke and ash, which looked like  
 18 black leaves in the air. My memory of what happened  
 19 next is still quite confused, so although I can remember  
 20 what happened, I am finding it hard to separate some  
 21 sequences to explain the correct order that things took  
 22 place."  
 23 Then Mr Dick describes what he saw at that time:  
 24 "People were running past us to get out and Kim  
 25 managed to support a girl that had come to her to the

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1 doorway."  
 2 This is the girl described as Child 1 when the  
 3 statement of Mrs Dick was summarised. He then describes  
 4 what he did and what he saw at that time:  
 5 "I eventually went through the foyer doors and into  
 6 the corridor which goes around the actual arena. At  
 7 this point I noticed that there was a lack of debris  
 8 in the corridor so the explosion must have taken place  
 9 inside the foyer. Prior to that I had thought the  
 10 explosion had taken place inside the arena and the force  
 11 of it had carried into the foyer."  
 12 He then gives a description of what he saw at that  
 13 time:  
 14 "Once in the corridor I turned right to go to  
 15 block 103, row V, seats 5 and 6, which is where our  
 16 daughter and granddaughter were sat. I then saw  
 17 a cordon and realised that I'd gone the wrong way so  
 18 I turned round and went back up the corridor but saw  
 19 another cordon and realised that the evacuation  
 20 procedure had kicked in and the security staff were  
 21 shepherding people out of the arena. I have to say that  
 22 the security staff did a great job in isolating the  
 23 foyer.  
 24 "I was still nervous about there being another  
 25 bomber or device. I tried to call our daughter but

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1 couldn't get any signal to get through to her. I went  
 2 back through the doors and into the foyer where Kim was  
 3 still with the girl. Kim told me that she had spoken to  
 4 our daughter and that she was safe. I also managed to  
 5 speak to our daughter and she told me they had been  
 6 evacuated to Manchester Cathedral. My wife had been  
 7 looking after the young girl for the entire time,  
 8 talking to her."  
 9 He also describes the assistance she was providing:  
 10 "I remember lots of police and security staff  
 11 arriving. The security staff handed out green plastic  
 12 first aid kits."  
 13 He then describes the assistance that he provided to  
 14 Child 1, but also describes Child 2 approaching and the  
 15 assistance that was provided to her as well as making  
 16 contact with Child 1's father.  
 17 "There were police checking that there weren't any  
 18 more devices or bombers, but this means that no  
 19 paramedics were allowed to come to the foyer.  
 20 A decision was made to move the injured people  
 21 downstairs and a police officer carried Child 2. Three  
 22 other police officers and I made a stretcher out of  
 23 a trestle table and managed to get Child 1 on to it.  
 24 I rolled up my coat to put under her neck.  
 25 "We carried her to what I was told is the Hunts Bank

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1 entrance of Victoria Train Station. There were other  
 2 injured people there and I noticed they were being given  
 3 numbers, which I think was based on the severity of  
 4 their injuries .”  
 5 He then describes being able to contact Child 1’s  
 6 father and Child 1 and her father being reunited:  
 7 “Kim and I then left the station to find our  
 8 daughter and granddaughter. I had spoken to our  
 9 daughter on the phone so knew that they had moved to the  
 10 Arndale entrance of the Printworks and we met them  
 11 there. I decided that we should get a taxi all the way  
 12 home. We left in the taxi, getting home around 1.20  
 13 am.”  
 14 Sir, that’s the summary of extracts of Mr Dick’s  
 15 first statement.  
 16 There is a further statement he provided but I’m not  
 17 going to summarise from that; it just gives further  
 18 detail of that which is provided in this statement.  
 19 SIR JOHN SAUNDERS: Ms Cartwright, are we going to hear  
 20 a number of witness statements from witnesses who did  
 21 their best to assist people in the foyer this morning?  
 22 MS CARTWRIGHT: Sir, the witness statements that have been  
 23 identified to be read are — the ones that are to come  
 24 now are largely from those that were injured rather than  
 25 those that provided assistance.

1 SIR JOHN SAUNDERS: Can I just say about Mr Dick then,  
 2 I know that the families, when they are represented and  
 3 asking questions, have asked that their thanks are  
 4 passed on to the person who did help. Mr Philip Dick  
 5 did help with people, so perhaps on their behalf I can  
 6 pass on their thanks.  
 7 Witness statement of ROBERT POTTER (read) (summarised)  
 8 MS CARTWRIGHT: Thank you, sir. I’m next going to read the  
 9 statement of Robert Ian Potter. His statement is dated  
 10 7 March 2018:  
 11 “My name is Robert Potter but people call me Robbie.  
 12 Prior to the terrorist attack at the MEN Arena in  
 13 Manchester on 22 May 2017, I worked as a drainage  
 14 engineer. It was a physical job which paid well.  
 15 I also enjoyed my sports, particularly rugby. I played  
 16 at first team level and trained at my local club twice  
 17 a week. I also trained five times a week in the gym and  
 18 played squash and badminton on a weekly basis out of  
 19 season.  
 20 “My daughter is a massive Ariana Grande fan. She is  
 21 12 now but was 11 on the night of the attack. She had  
 22 asked to go and see Ariana perform a couple of years  
 23 prior but I thought she was too young at the time.  
 24 However, last year, Christmas 2016, I bought her  
 25 a couple of tickets as a surprise present for her show

1 on 22 May 2017.  
 2 “My daughter asked if she could go to the concert  
 3 with the daughter of my girlfriend. She’s older than my  
 4 daughter. She was 17 at the time of the concert but is  
 5 18 now. The two girls get along really well so I was  
 6 happy for them to go together.  
 7 “Leonora [who is Mr Potter’s girlfriend] and I drove  
 8 them to Manchester that night. I parked my car in the  
 9 arena multi-storey NCP, the one attached to the arena  
 10 itself. We walked the short distance to the arena and  
 11 entered the foyer. It must have been about 6 o’clock  
 12 when we arrived. My daughter wanted to buy some  
 13 souvenirs from a merchandising stall in the foyer, so we  
 14 stopped there for some time. The stall was located just  
 15 inside the foyer on the left-hand side.  
 16 “Once they had bought their bits and pieces,  
 17 I walked them to the main entrance doors and watched  
 18 them go in so I knew they had got inside safely.  
 19 I couldn’t go any further as I didn’t have a ticket.  
 20 There was a security lady standing to one side and  
 21 I asked her what time she thought they’d be coming out.  
 22 She told me it would be just after 10. By now it was  
 23 about 6.30.  
 24 “I left the arena with Leonora and we went to get  
 25 a bite to eat. I don’t know Manchester very well so we

1 ended up in Hard Rock Café, just a short walk,  
 2 approximately 5 minutes, from the arena. We had a meal  
 3 and then we wandered back to collect the girls. I think  
 4 the time was about 9.50 by this stage. I know I got  
 5 a message from my daughter just after 10 asking if she  
 6 could stay a little longer as Ariana had come on late  
 7 that night.  
 8 “When we initially returned to the arena foyer, we  
 9 stood at the back by some steps. We were close to  
 10 a pillar. There were a few other parents waiting around  
 11 but generally it felt quite empty at this point.  
 12 “A few kids had started coming out early. There was  
 13 no one in front of me that I recall so I had a pretty  
 14 clear unobstructed view across the foyer.”  
 15 Mr Potter in his witness statement then describes  
 16 a male, who he believes was the bomber, but he indicates  
 17 that he didn’t seem suspicious to him at the time:  
 18 “As time ticked on, we moved a little further  
 19 forward and were now more towards the middle of the  
 20 foyer.”  
 21 He has marked on a map where he was:  
 22 “When the bomb went off, Leonora was standing to my  
 23 right and I had my right arm around her. The first  
 24 thing I remember was the bright flash, really bright.  
 25 Then there was the noise: loud but not as loud as you’d

1 expect considering the damage it caused. For a split  
 2 second I thought it was a speaker, only for a split  
 3 second, but I remember it crossing my mind."  
 4 Mr Potter then describes the impact of the  
 5 detonation upon him:  
 6 "I saw people falling to the floor in front of me  
 7 and around me. I don't recall falling over myself or  
 8 being knocked off my feet but I can't say for sure.  
 9 I don't even recall being blown backwards, but have  
 10 subsequently been told that I was. It all seemed  
 11 surreal."  
 12 Then Mr Potter gives a further description of what  
 13 he saw and heard:  
 14 "I remember looking around and I couldn't see  
 15 Leonora. People started running."  
 16 Mr Potter gives a description of his injuries at  
 17 that time:  
 18 "I remember two massive hands pushing me back down  
 19 and a guy saying, 'Stay there'. For some reason  
 20 I initially thought I was being mugged. The male  
 21 started saying things like, 'Just stay there, just stay  
 22 there'. I have subsequently identified a male called  
 23 Barry who helped me that night so I think it may have  
 24 been him helping me at this stage. I later saw Barry  
 25 was wearing a uniform. Initially I thought he was

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1 a police officer but I now know he works for Manchester  
 2 Rail.  
 3 "I remember asking him to get my mobile phone out of  
 4 my pocket, I told him the unlock code and asked him to  
 5 call my daughter and tell her to stay inside. I could  
 6 feel the person shaking as they tried to get my phone  
 7 out of my pocket. I thought at this point it had been  
 8 a mad gunman."  
 9 That's by reference to what had happened in the  
 10 arena. Mr Potter then gives a description of the effect  
 11 of his injuries he was suffering at that time:  
 12 "As time passed I remember a couple of other people  
 13 being there. There was a female paramedic -- I assume  
 14 she was a paramedic as I could hear her radio and she  
 15 seemed to know what she was doing. I heard her telling  
 16 people to keep asking me my name. I remember seeing  
 17 a high-vis jacket and possibly a green uniform and I was  
 18 later turned over to be carried out. There was also  
 19 a lad called Rob -- I think it was Rob -- who got some  
 20 T-shirts to use as dressings on my wounds. He was  
 21 constantly asking me my name.  
 22 "I heard the female paramedic having a conversation  
 23 with someone; I don't know who was with. She said  
 24 something like, 'We need to get him to the front  
 25 quickly', and the guy replied, 'You're going to

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1 struggle, the ambulances can't get through'. I remember  
 2 thinking, 'I've got no chance'.  
 3 Mr Potter gives a further description of his  
 4 injuries :  
 5 "I remember parts of being carried out. I think it  
 6 was Rob who went off and came back with something to use  
 7 as a makeshift stretcher. I have a feeling it was the  
 8 merchandising souvenir table. Four of them tried to  
 9 lift me initially. They soon stopped and got a couple  
 10 of extra people to help. They lifted me quite high and  
 11 we definitely went down some stairs or possibly an  
 12 escalator. When we got down the stairs I remember  
 13 seeing casualties on the floor with people all around  
 14 them."  
 15 He then gives a description of one casualty he saw  
 16 there:  
 17 "It's also the first time I remember seeing armed  
 18 police officers. I was taken out through some doors and  
 19 I remember a wave of cold, fresh air as they moved me  
 20 outside. Someone was saying, 'He needs to be next, he  
 21 needs to be next'. I remember being put in the back of  
 22 the ambulance and the ambulance chap saying something  
 23 like, 'We need to get him there quick'. I only remember  
 24 one guy in the back with me and a second person driving.  
 25 I don't know either of their names.

11

1 "The guy in the back kept asking more questions,  
 2 name, address, next of kin. He kept saying, 'Stay with  
 3 me, stay with me'. It was like Wacky Races. I could  
 4 tell we were going up and down curves and I was being  
 5 thrown around. I remember the guy in the back kept  
 6 telling the driver to hurry up, but it felt like he was  
 7 going like a bat out of hell already. I was taken to a  
 8 hospital which was some distance away but we seemed to  
 9 get there pretty quick. When we arrived the ambulance  
 10 doors flew open and there were four or five people  
 11 already waiting. This is where my memory of that night  
 12 ends.  
 13 "When I came around it was 1.30 the following day.  
 14 My mum and dad were there. I asked my mum for a phone  
 15 so I could call my friend. I also asked her to look  
 16 after my daughter for me."  
 17 Mr Potter then gives some detail about what happened  
 18 after that time and in particular his injuries and the  
 19 treatment he received at that time.  
 20 Sir, that concludes --  
 21 SIR JOHN SAUNDERS: Right, just stop for a moment. It's  
 22 apparent from what you have read that Mr Potter was  
 23 obviously extremely seriously injured and in a very bad  
 24 way. You have also read out at the beginning details of  
 25 the sorts of activities he used to do before this

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1 incident occurred. I understand fully why we are not  
 2 having the details of the injuries read out, and it may  
 3 be that Mr Potter wouldn't want that anyway. Is there  
 4 any problem in telling us the actual effect on him that  
 5 there has been since, just in summary? I assume he  
 6 can't do the exercises he used to do and things like  
 7 that.

8 MS CARTWRIGHT: Mr Potter is one of those who gave an  
 9 interview and account as part of the BBC documentary in  
 10 2018, so in terms of what he gave as to the details of  
 11 the treatment he received and the ongoing effects of the  
 12 injuries, and so -- Mr Potter was also the gentleman  
 13 that was on the footbridge out of the City Room near to  
 14 where Dr Burke, Ann Burke and Catherine Burke had been.

15 Plainly the injuries he had received were  
 16 significant, but sir, his witness statement gives  
 17 a large amount of detail about the medical treatment he  
 18 received on the night at hospital.

19 SIR JOHN SAUNDERS: We don't need to hear that. It's really  
 20 just how has he been affected in his daily life now. If  
 21 it's possible to summarise that to me briefly --  
 22 otherwise if you want some time to do that.

23 MS CARTWRIGHT: Sir, I can do that. Certainly in his  
 24 witness statement he confirms that the damage he  
 25 received will mean he will be disabled for life.

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1 I don't know whether that suffices for what you need to  
 2 know.

3 SIR JOHN SAUNDERS: That's fine. It just seemed to me that  
 4 we need to know the effect on him of what were clearly  
 5 very serious injuries.

6 MS CARTWRIGHT: To that extent, I hope you can understand  
 7 the caution the inquiry has adopted.

8 SIR JOHN SAUNDERS: Of course.

9 MS CARTWRIGHT: But certainly in terms of what is in the  
 10 public domain, there does exist that account, part of  
 11 which was broadcast in the BBC documentary in 2018.

12 SIR JOHN SAUNDERS: Anyway, we know he ended up being  
 13 disabled for life by what happened.

14 MS CARTWRIGHT: Yes.

15 SIR JOHN SAUNDERS: Thank you.

16 Witness statements of JOANNE McSORLEY (read) (summarised)

17 MS CARTWRIGHT: I am next going to read the two witness  
 18 statements that Joanne McSorley has provided to the  
 19 inquiry. Her first witness statement was dated 27 June  
 20 2017:

21 "On Monday, 22 May 2017, I left my home address in  
 22 Runcorn at approximately 16.45 hours with my two  
 23 daughters aged 11 and 16 and also my mother, Susan. We  
 24 travelled to Manchester in my car. Our reason for  
 25 making the journey was to take my daughters to the

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1 Ariana Grande concert at the Manchester Arena.

2 "We arrived in the centre of Manchester around 18.30  
 3 and I parked my car in the large open car park opposite  
 4 the Manchester Arena, which used to be the site of the  
 5 brewery, which was knocked down some years ago.

6 "We then walked through to the Manchester Arena to  
 7 drop off my daughters. We entered the arena via  
 8 a subway, which leads through to Victoria Train Station,  
 9 which is situated underneath the arena. We then walked  
 10 towards the merchandise area of the arena which is  
 11 opposite where the McDonald's used to be.

12 "The crowd in this area was heaving with people. It  
 13 was so busy we were literally surrounded. One of my  
 14 daughters was very keen to go into the seating area to  
 15 take her seat. My mother, Susan, had a conversation  
 16 with a steward asking if merchandise was sold inside the  
 17 arena beyond where you have your tickets checked. We  
 18 then decided to allow my daughters to go into the arena.

19 "I checked that my daughters were okay and that they  
 20 had their phones with them. I told them to ring me if  
 21 there was a problem. I did all the usual things that  
 22 any caring parent would do. My mum and I watched my  
 23 daughters then go off into the arena. We watched them  
 24 all the way until they turned around and waved. They  
 25 then went out of view inside the arena.

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1 "I had a conversation with my mum about going  
 2 somewhere to eat. We decided to go towards the  
 3 Printworks and then went in the Harvester, which is  
 4 situated inside the Printworks. We tried to stretch out  
 5 our time in the restaurant for most of the evening until  
 6 it was time to go and meet my daughters at the end of  
 7 the concert. We left the Harvester at approximately  
 8 22.10 hours and we walked the short journey back towards  
 9 the arena. The walk took about 13 to 14 minutes.

10 "We walked into Victoria Train Station with  
 11 Marks & Spencer's Food on my left. My mum and  
 12 I continued to walk towards what we thought was an  
 13 escalator, but it was in fact a lift."

14 Then she describes the journey into the City Room:

15 "We slowly walked towards the first set of stairs,  
 16 which we intended to sit on whilst we waited. However,  
 17 before we reached the stairs, a member of staff from the  
 18 arena, who was wearing a high-visibility jacket, asked  
 19 people to move away from the stairs to keep them clear  
 20 as the concert was going to finish soon. Despite this,  
 21 we moved towards the stairs still and I told my mum to  
 22 sit down there, meaning for her to sit on the stairs.  
 23 I remember a lady giggling at my mum's response to me  
 24 because my mum replied, 'I'm not sitting there'.

25 "We looked over towards the merchandise and had

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1 a discussion about buying hoodies which I remember were  
2 expensive at £65 each. We were now near to the  
3 merchandise stall, close to a large glass window. We  
4 just stood up and spoke generally, chatting about this  
5 and that. I remember a couple sat on the floor.  
6 I could hear music booming. People were starting to  
7 come out down the stairs now leaving the concert.  
8 I remember a young girl come outside and then go back in  
9 and an older female, who could possibly have been her  
10 mum or auntie. I recall talking with my mum about what  
11 time we would get home and we checked the time, which  
12 was now 22.30 hours.

13 "There was a man and a woman walking and they had  
14 a drink, possibly a frappucino or something, in their  
15 hands. The girl had blonde hair, the man was quite  
16 tall. All I then remember was a large boom noise and  
17 then it went eerily silent. I then remember thinking,  
18 'I'm alive'.

19 "My mum asked me if I knew what was happening.  
20 I said, 'I think so'. It was just so surreal.  
21 I thought a bomb had gone off. I was now laid on the  
22 floor and wanted to get up and help other people who  
23 were injured all around me but my injuries were such  
24 that I couldn't move to help anyone.

25 "I sustained serious injuries and was taken to

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1 hospital direct from the arena. My daughters thankfully  
2 were not caught up in the explosion."

3 Sir, that concludes the first statement of Joanne  
4 McSorley. She's then provided a further witness  
5 statement to the inquiry. That witness statement is  
6 dated 10 September 2020.

7 "Prior to 22 May 2017, I had been to the arena for  
8 concerts about five times. I had always noted that the  
9 City Room area tended not to be manned by security.  
10 While staff would be checking tickets at the entrance to  
11 the arena, the area before that was a thoroughfare for  
12 anyone to walk through.

13 "For example, on the night of 22 May 2017, mum and  
14 I did not have tickets to the concert but we were able  
15 to drop the girls off without being questioned and then  
16 go out a different door to the station. The only thing  
17 that I noticed was different on this occasion was that  
18 in the City Room there was a merchandise stall and  
19 I noted a person in a Manchester Arena outfit selling  
20 programmes in the City Room. I think this person was  
21 male. As such, it appeared they were using the  
22 City Room as an extension of the arena. On previous  
23 visits, merchandise and programmes had only been for  
24 sale once I had gone through the doors of the arena to  
25 the concourse.

18

1 "On the night of 22 May 2017, after parking our car  
2 at 18.30, we entered via the subway and went up the  
3 steps into the City Room, passing the box office on our  
4 right. We had hoped to get to Manchester a bit earlier  
5 in the evening but the traffic had been bad. The  
6 City Room was very, very busy. We stood close to the  
7 merchandise stall in the middle of the room beside the  
8 person that was selling programmes. We were trying to  
9 get merchandise, but because it was so busy my daughters  
10 said they would be able to buy merchandise in the  
11 concourse area. Mum asked the person selling programmes  
12 if merchandise was for sale inside the doors and they  
13 said yes.

14 "There seemed to be a lull in the queue to enter the  
15 arena at that stage so the girls went in. We watched  
16 the girls as they entered the doors of the arena and  
17 they turned around and waved before they moved out of  
18 sight.

19 "Mum and I immediately decided to go and get some  
20 food."

21 And she then gives the description previously given  
22 about having the meal and then the return to the arena:

23 "When we got to the City Room, I was looking for  
24 somewhere for mum to sit down. We walked towards a set  
25 of stairs. There were lots of people sitting on those

19

1 stairs and as we drew near, a member of staff wearing  
2 a uniform shouted out, asking for the stairs to be kept  
3 clear. Therefore mum and I walked away to another set  
4 of stairs. This stairs led up to an area where  
5 McDonald's used to be and I remember there were  
6 previously tables and chairs there. I walked about  
7 halfway up the stairs and I remember feeling very  
8 uneasy. There was someone on the stairs and what  
9 appeared to be a couple in the corridor next to the old  
10 McDonald's. It was very dark up there and things were  
11 boarded up. It felt eerie. As I was feeling uneasy,  
12 I turned around to my mum and said, 'Let's go back  
13 down'.

14 "I received emails from GMP about the trial of the  
15 bomber's brother. In one of those emails, I found out  
16 for the first time that the bomber had come down a set  
17 of stairs into the City Room. I did not know that  
18 previously and it triggered a massive flashback. The  
19 flashback was of the bomber in the area by the  
20 McDonald's and me standing on those stairs. I do not  
21 know if my mind was playing tricks on me or if those are  
22 the steps he used.

23 "At the bottom of the steps I asked mum if she  
24 wanted to sit on the steps, noting that these stairs  
25 would not be used by people leaving the concert. Mum

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1 replied that she was not sitting there and I remember  
 2 a woman laughing at my mum's response.  
 3 "As I still felt uneasy and mum was refusing to sit  
 4 down, I suggested that we look at the merchandise stall  
 5 as that area had less people in it. We had a brief  
 6 conversation about the price of the merchandise and then  
 7 we stood in a little alcove around the corner from the  
 8 merchandise stall. I was still looking for somewhere  
 9 for mum to sit down."  
 10 She describes speaking to her mother intermittently  
 11 and sending her daughter a text message "to let her know  
 12 where we were waiting":  
 13 "I think this was sent at about 22.29. My daughter  
 14 replied that we should wait at the car.  
 15 I could hear music from the concert and people were  
 16 coming out in dribs and drabs.  
 17 She gives the description previously given about  
 18 observing the individual with the drink:  
 19 "Mum commented that it would be a late night for the  
 20 girls and asked what time she thought we would get home.  
 21 My phone was in my hand as I had been texting my  
 22 daughter and I remember looking at it and the time was  
 23 22.30. As far as I remember there was a security person  
 24 or staff member on the door entering the arena but  
 25 I do not remember seeing any other security personnel in

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1 the City Room or elsewhere in the station. There was  
 2 the person who had shouted about clearing the stairs but  
 3 I do not know if that was the same person who was on the  
 4 door.  
 5 "When the doors to the concourse opened, I remember  
 6 being able to see right into the concourse. There were  
 7 no security personnel blocking my view. There were also  
 8 staff selling merchandise at the stall. There were no  
 9 security checks carried out and mum and I were not  
 10 stopped any time we entered the City Room. I remember  
 11 hearing the song Dangerous Woman and telling mum that  
 12 the girls should not be too long because my daughter had  
 13 told me that Dangerous Woman was the last song.  
 14 "I turned back towards the doors and I remember  
 15 holding my phone to my mouth and doing a little dance  
 16 step to the music. And then the bomb went off. I was  
 17 facing slightly to the left towards the fire doors.  
 18 There was a massive bang. I had never heard anything  
 19 like it in my life before. I remember opening my eyes  
 20 and thinking, 'What the hell?'  
 21 "There wasn't a sound. It was an eerie silence and  
 22 I had also never experienced that type of silence  
 23 before. I could see stuff floating down in the air in  
 24 a grey swirl. It reminded me of the Dementors in  
 25 Harry Potter, the small pieces of something on fire or

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1 singed around the edges within this swirl."  
 2 And then she gives a further description of what she  
 3 saw:  
 4 "I saw my mum, who'd come to my right-hand side.  
 5 I was lying on the floor for what felt like ages."  
 6 She gives a further description of what she saw at  
 7 that time and what she said:  
 8 "The tannoy had come on and was repeatedly saying  
 9 the same thing over and over again that there had been  
 10 an incident and people needed to evacuate the building.  
 11 There appeared to be no first aid equipment available."  
 12 She describes the assistance her mum provided to her  
 13 with a scarf and T-shirts from the merchandise stall:  
 14 "A woman, who I assume was some kind of first aider,  
 15 dressed all in green, came over and told my mum to get  
 16 down on the floor."  
 17 And her mum was unable to do that, so the woman told  
 18 her she would have to leave:  
 19 "The woman then knelt down behind me and started  
 20 speaking to me asking me my name and questions about my  
 21 children."  
 22 Then she describes what she saw and other  
 23 casualties:  
 24 "I remember repeatedly asking the woman kneeling  
 25 behind me when help was coming. I think I was quite

23

1 vocal and questioning why we were just being left on the  
 2 floor. I kept looking at the ceiling because mum had  
 3 told me not to close my eyes. After a while, the police  
 4 came with dogs. I think it was about 15 or 20 minutes  
 5 after the explosion, but I do not know exactly. I just  
 6 know it felt like such a long period of time.  
 7 "At one stage a young girl, who did not look older  
 8 than 20, and who appeared to be an arena staff member,  
 9 came over and said to the lady kneeling behind me, 'This  
 10 is bad'.  
 11 "A man called Rob came over to me as well. He told  
 12 me that he had come in off the street and he was going  
 13 to different people and making sure that they were okay.  
 14 However, he kept coming back to me and speaking to me  
 15 and taking my mind off what was happening. I do not  
 16 know what I would have done without him. At this stage  
 17 there were still no medical professionals to be seen.  
 18 I did not think I would get out of there as the response  
 19 was taking far, far too long.  
 20 "At one stage I remember hearing sirens and the lady  
 21 kneeling behind me said, 'They are here, they are here'.  
 22 It still felt like a long time after that before we were  
 23 given any medical attention. I kept asking the lady  
 24 where everyone was and she told me they were making sure  
 25 it was safe and then they would come in. I cannot

24

1 remember when the paramedics did come in but I assume it  
2 was after 23.00 hours.

3 "I do not remember exactly when I was moved but  
4 after some time I was put on a makeshift stretcher,  
5 a board, and I was taken to Victoria Station. I then  
6 lay in the station for a long time but I did have  
7 paramedics looking after me constantly after I was moved  
8 to the station.

9 "I still did not know where my daughters were, but  
10 when I was lying in the station a police officer found  
11 me and told me that they were safe. Mum was waiting  
12 outside and had asked the officer to find me to tell me.

13 "I think that at about 2.15 am I was taken in an  
14 ambulance to hospital. When I was taken out of the  
15 station to go into an ambulance, I was reunited with my  
16 mum who had been waiting for me and she got into the  
17 ambulance with me. I remember being in the ambulance  
18 but I do not remember going into the hospital.  
19 I subsequently met a paramedic who had helped me."

20 Sir, that concludes the aspect of the further  
21 statement of Joanne McSorley.

22 SIR JOHN SAUNDERS: A man called Rob is named. Are we able  
23 to identify him?

24 MS CARTWRIGHT: My understanding is that is a man called  
25 Robert Grew, who lived near to the arena and who went in

25

1 and offered assistance and he is someone who is captured  
2 on the sequence of events on the body-worn footage  
3 offering assistance to a number of individuals.

4 SIR JOHN SAUNDERS: He obviously did do that, for which  
5 he is to be congratulated.

6 MS CARTWRIGHT: He is. I think he may be a witness who  
7 we'll hear from in a later chapter.

8 SIR JOHN SAUNDERS: I'm sorry to ask all these questions.  
9 In relation to Mr Dick's daughter and granddaughter,  
10 were they both all right and unaffected by anything?

11 MS CARTWRIGHT: That's my understanding, sir. Certainly,  
12 that they weren't physically injured.

13 SIR JOHN SAUNDERS: And his partner?

14 MS CARTWRIGHT: Mrs Dick, whose statement I read last  
15 week --

16 SIR JOHN SAUNDERS: Sorry, I'm getting this entirely wrong.  
17 We'll start that again. Mr Potter, I'm sorry, his  
18 daughter.

19 MS CARTWRIGHT: She was okay, yes.

20 SIR JOHN SAUNDERS: And the other child that went to the  
21 concert with her?

22 MS CARTWRIGHT: Yes.

23 SIR JOHN SAUNDERS: And his partner? I'm so sorry.

24 MS CARTWRIGHT: She was very seriously injured, and sir,  
25 there is also a witness statement from her that's brief

26

1 and so --

2 SIR JOHN SAUNDERS: If you're reading it anyway, then that's  
3 fine. If you're not intending to read it, then equally  
4 I don't want to change any...

5 MS CARTWRIGHT: It will probably take me 2 minutes to read,  
6 so perhaps if I read that briefly now. She suffered  
7 serious injuries also.

8 Witness statement of LEONORA OGERIO (read) (summarised)

9 MS CARTWRIGHT: I'll then conclude today with reading the  
10 statement of Leonora Ogerio. Her statement is dated  
11 5 June 2017:

12 "On 22 May 2017, at 2 pm, I travelled to Manchester  
13 with my partner, Robert Potter. My partner bought  
14 tickets for our daughters to go to the Ariana Grande  
15 concert at the MEN Arena. We also travelled with my  
16 daughter and my partner's daughter. We travelled in my  
17 partner's vehicle and we parked in the arena's  
18 multi-storey car park on the 7th floor. We arrived at  
19 17.40 hours.

20 "We then made our way down the stairs to the area of  
21 the arena where the blast occurred. We bought a hoodie  
22 and T-shirt for my daughter and then we made sure our  
23 daughters got into the arena okay and we left. We went  
24 for some drinks in a bar close to the arena and went for  
25 a meal at the Hard Rock Café. We arranged to go back to

27

1 the arena at 22.40 hours but we actually arrived at  
2 22.22 hours. I know this because I texted my daughter  
3 when we arrived.

4 "I was stood with my partner, about two car lengths  
5 away from the doors into the arena, in the centre of the  
6 area. There were other parents stood around me.  
7 I didn't notice anything unusual around me because I was  
8 just concentrating on the doors. My partner was stood  
9 on my left and was stroking my hair and I was looking  
10 out for my children.

11 "I heard one of the last songs play and then people  
12 started to come out through the doors. There was not  
13 a big crowd. People came through a few at a time.  
14 I then felt an impact and was thrown and fell on my  
15 back."

16 Then she gives a further description of her injuries  
17 and what she saw and heard:

18 "A male in uniform came to help me and I waited  
19 there for a long time whilst they helped other people.  
20 I was later taken to hospital, where I remained. I was  
21 told whilst in hospital that my daughter was safe and  
22 was not involved in the blast."

23 She gives then further descriptions about clothing  
24 and the like on the night.

25 SIR JOHN SAUNDERS: Thank you.

28

1 MS CARTWRIGHT: Sir, that concludes the evidence I intend to  
 2 read today.  
 3 SIR JOHN SAUNDERS: Can I just indicate that it's at my  
 4 request that we are not reading all the statements one  
 5 after another. I think it's quite difficult to actually  
 6 concentrate on them if we were just to do that and it  
 7 just becomes a matter of routine of reading statements,  
 8 which those of us who have done criminal trials are well  
 9 familiar with, filling gaps in the evidence, and I don't  
 10 want it to be like that. I think it's better doing it  
 11 a few at a time if everybody is happy with that.  
 12 MR COOPER: We're most grateful, sir, thank you.  
 13 MS CARTWRIGHT: If we could take a short break now,  
 14 certainly no more than 10 minutes, Mr Greaney will call  
 15 the next witness, Mr James Allen.  
 16 SIR JOHN SAUNDERS: Okay.  
 17 (10.42 am)  
 18 (A short break)  
 19 (11.00 am)  
 20 MR GREANEY: Sir, good morning. As you know, Ms Cartwright  
 21 did not draw chapter 9 to a close and that is because  
 22 it is likely, indeed inevitable, that we will receive  
 23 some further evidence in that chapter in due course.  
 24 So as a result, we will pause, but not conclude  
 25 chapter 9. But we are, however, now returning to

1 chapter 10. The next witness is the gentleman in the  
 2 witness box, it's James Allen. As, sir, you'll recall,  
 3 he gave evidence on 2 and 3 November last year, so  
 4 Days 28 and 29 of the oral evidence hearings. He was  
 5 sworn on 2 November, we don't propose that he should be  
 6 re-sworn. He was also on that occasion informed of his  
 7 privilege against self-incrimination. He remains sworn,  
 8 as I have said, and will no doubt bear that privilege in  
 9 mind. His interests are represented by Mr Taylor, who  
 10 will attend if necessary by the video link.  
 11 SIR JOHN SAUNDERS: Thank you. I'm sure you understand the  
 12 oath and the warning.  
 13 A. Yes.  
 14 SIR JOHN SAUNDERS: Thank you very much.  
 15 MR JAMES ALLEN (recalled)  
 16 Questions from MR GREANEY  
 17 MR GREANEY: We will therefore make a start.  
 18 Mr Allen, I'm going to begin by reminding all of us  
 19 briefly about your career so that we have the  
 20 appropriate context. You began, I believe, a career in  
 21 the events industry in 1995, working at City University  
 22 in London?  
 23 A. That's correct.  
 24 Q. Then between 1998 and 2000, you were events manager at  
 25 the London Docklands Arena?

1 A. Yes.  
 2 Q. Between 2000 and 2003, you were then operations director  
 3 at the Glasgow Braehead Arena?  
 4 A. Yes, that's correct.  
 5 Q. In 2003, so we are now reaching a time which is relevant  
 6 for us, you moved to the Manchester Arena, at that stage  
 7 as event director?  
 8 A. Yes.  
 9 Q. And so it is that from 2003 you were an employee of SMG?  
 10 A. From, actually, two thousand and ninety-eight (sic)  
 11 because SMG operated both Docklands Arena and Braehead  
 12 Arena.  
 13 Q. Ah, I see.  
 14 SIR JOHN SAUNDERS: So 1998?  
 15 A. Yes, sir.  
 16 SIR JOHN SAUNDERS: Thank you.  
 17 Q. So in 2003, you start, however, your connection with the  
 18 arena?  
 19 A. Yes.  
 20 Q. You held the role as event director until 2010; is that  
 21 correct?  
 22 A. 2010/2011, yes.  
 23 Q. At which point you became the assistant general manager?  
 24 A. Yes.  
 25 Q. Then in January of 2013, were you promoted to the

1 position of general manager at the arena?  
 2 A. Yes, that's correct.  
 3 Q. Do you hold that role now?  
 4 A. Yes.  
 5 Q. And as will be apparent, you held that role on  
 6 22 May 2017?  
 7 A. Yes, I did.  
 8 Q. So as of that date in May, did you have a total of  
 9 around 22 years' experience in the events industry?  
 10 A. Yes.  
 11 Q. On 2 and 3 November, as I'm certain you'll recall, you  
 12 gave evidence about the security arrangements at the  
 13 arena and connected topics.  
 14 A. Yes.  
 15 Q. As you may also remember, we left over two issues for  
 16 you to deal with in chapter 10.  
 17 A. Yes.  
 18 Q. First of all, the relationship between SMG and ETUK.  
 19 A. Yes.  
 20 Q. And second, your own experiences on the night of the  
 21 attack.  
 22 A. Yes.  
 23 Q. As for the second of those, Mr Allen, the relevant parts  
 24 of your first witness statement, so that dated  
 25 18 October 2019, either have been or will be uploaded to

1 the inquiry website, so I will ask you only a limited  
 2 number of questions about 22 May. I'm principally  
 3 therefore going to be asking you about your relationship  
 4 or the relationship, rather, between SMG and ETUK.  
 5 A. Okay.  
 6 Q. Does all that make sense?  
 7 A. Yes, it does.  
 8 Q. Let's make a start. When you gave evidence on  
 9 2 November, you agreed, do you recall, that SMG had  
 10 responsibility for the safety and security of those who  
 11 attended the Ariana Grande concert?  
 12 A. Yes.  
 13 Q. And you agreed also that you had a personal  
 14 responsibility as general manager for the safety and  
 15 security of those who attended that event?  
 16 A. Yes.  
 17 Q. Did that responsibility held by you and by SMG extend to  
 18 ensuring that adequate medical provision was available  
 19 to those who attended the concert?  
 20 A. Yes.  
 21 Q. And did it also extend to ensuring that such medical  
 22 provision was available to those who visited the  
 23 City Room in order to pick up those who had attended the  
 24 concert?  
 25 A. Yes.

1 Q. Did it extend, moreover, not only to the period of the  
 2 concert itself but also to the period of ingress and  
 3 egress?  
 4 A. Yes.  
 5 Q. During the period that we are concerned with, was the  
 6 way in which SMG discharged or sought to discharge those  
 7 responsibilities through the engagement of ETUK?  
 8 A. Yes, we employed them.  
 9 Q. The answer to this question I know will be obvious, but  
 10 was it your expectation, as the general manager, that  
 11 they would discharge those responsibilities to at least  
 12 a reasonable standard?  
 13 A. Absolutely, yes.  
 14 Q. Let me begin by asking you quite a big question, which  
 15 is: on the basis of what you experienced that night, and  
 16 know now, on the night of the attack were there any  
 17 respects in which ETUK failed?  
 18 A. I thought they did a fantastic job on the night,  
 19 considering the circumstances. The area that  
 20 potentially could have been better was the handover  
 21 between themselves and when North West Ambulance Service  
 22 arrived on site.  
 23 Q. What about the level of training or qualification of  
 24 those who worked for ETUK and therefore for SMG that  
 25 night?

1 A. I believe that they had a really good level, or  
 2 I believed that they had a really good level, of  
 3 expertise and a lot of knowledge and experience.  
 4 Q. My question was — experience, of course, is  
 5 an important issue, no doubt all accept that, but my  
 6 question was focused on training and qualifications.  
 7 Given what you now know, do you have any concerns about  
 8 the level of training and qualifications of any of those  
 9 who worked for ETUK that night?  
 10 A. I believe that they had a really good mix of skills.  
 11 Having heard some of the evidence, I am concerned that  
 12 some of them weren't to the level that we had prescribed  
 13 in the contract that we'd offered to them.  
 14 Q. As you'll appreciate, that's one of the issues that the  
 15 chairman will be considering. Would it be fair to say  
 16 that SMG UK are now more assiduous in ensuring that  
 17 those who work for them in an ETUK-type capacity have  
 18 the relevant qualifications?  
 19 A. Yes, we are making sure that that happens.  
 20 Q. That's a topic I will come back to very much towards the  
 21 end of my questioning.  
 22 At some stage after you began to work at the arena  
 23 in 2003, did you prepare a summary of medical provision  
 24 at events?  
 25 A. Yes.

1 Q. I'm going to ask that we show that on the screen.  
 2 Mr Lopez, the INQ reference is {INQ025124/1}.  
 3 SIR JOHN SAUNDERS: Could you repeat the date for me or the  
 4 year?  
 5 MR GREANEY: I haven't said a date yet. It's obviously  
 6 after 2003 and before June 2007. I'm not sure the  
 7 document itself is actually dated, but...  
 8 We'll look at some passages in this document in due  
 9 course, but the first question I have to ask you in my  
 10 notes is: when was this prepared, can you help us?  
 11 A. As you say, it's not dated, but I think, based on —  
 12 I think halfway down it talks about that we would  
 13 continue with this — we had extended their contract  
 14 until the end of the year, so my guess is that this was  
 15 produced halfway through 2003.  
 16 Q. This isn't a memory test and it was all a long time ago,  
 17 I know. The actual contract that resulted from this  
 18 process of review is dated 1 June 2007, I think. Bear  
 19 with me one moment.  
 20 (Pause)  
 21 Yes, 1 June 2007. Does that help you any more with  
 22 whether it was 2003 or a little later?  
 23 A. No, because the only bit that I can refer to is where it  
 24 says, under "service provider":  
 25 "This is extended until the end of December this

1 year."  
 2 Q. Let's work through the various documents and maybe in  
 3 due course there can be greater clarity .  
 4 Can you help us with why you prepared this document?  
 5 A. I think I was new to the venue and I was doing a review  
 6 of the medical provision at that time.  
 7 Q. So were you instructed by anyone to do this or did you  
 8 do it on your own initiative?  
 9 A. Not that I can remember.  
 10 Q. We can see, under the heading "Service provider", about  
 11 halfway down the page, it indicates:  
 12 "Our current principal medical provider is Emergency  
 13 Training Limited."  
 14 Which is what ETUK was known as at that stage?  
 15 A. Yes, that's correct.  
 16 Q. And Mr Ian Parry, to whom there's going to be reference  
 17 this week, was involved with Emergency Training Limited?  
 18 A. Yes.  
 19 Q. "Selected with the approval of Manchester City Council,  
 20 this company has covered all events at the MEN Arena  
 21 from 2001."  
 22 A. Yes.  
 23 Q. So their involvement pre-dates your arrival at the  
 24 arena?  
 25 A. Yes.

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1 Q. "Their contract is to be extended until the end of  
 2 December of this year.  
 3 "Emergency Training provides qualified and  
 4 experience staffed in the following categories who  
 5 perform duties as detailed."  
 6 You then list first aider and then -- over the page,  
 7 please, Mr Lopez, {INQ025124/2} -- emergency medical  
 8 technician, basic emergency medical technician and  
 9 advanced.  
 10 Then over the page, {INQ025124/3}:  
 11 "Duty manager, MIMMS [major incident medical  
 12 management and support] trained."  
 13 So can you recall, had you conducted any research  
 14 before you prepared this document?  
 15 A. No, not that I can recall, no.  
 16 Q. We then have towards the bottom of that page:  
 17 "Staffing levels."  
 18 And over the page, {INQ025124/4}, levels are  
 19 indicated in five categories with a number of special  
 20 considerations.  
 21 Others may ask you more about this, but do you  
 22 remember whether you consulted something called the  
 23 Purple Guide in order to prepare this part of your  
 24 document?  
 25 A. We did. I think that this may have been used... that we

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1 used the Purple Guide to help with this process because  
 2 looking at this and comparing it to the Purple Guide,  
 3 there is a number of things that tie together.  
 4 Q. You said then in the course of your answer "we". Was  
 5 this a document you prepared in consultation with  
 6 someone else?  
 7 A. Only people within my team I can imagine.  
 8 Q. Did anyone within your team have particular expertise in  
 9 what might be described as medical issues?  
 10 A. Not that I'm aware of, unless we went back and spoke to  
 11 Emergency Training at that time.  
 12 Q. Did you, insofar as you can recall, seek any independent  
 13 advice from a medical professional before preparing this  
 14 summary?  
 15 A. Not that I'm aware of.  
 16 Q. Towards the bottom of that page we can just see it  
 17 starting on the screen:  
 18 "Event assessments. Staffing levels and any  
 19 specific medical requirements will be agreed at  
 20 a monthly meeting between the venue representatives of  
 21 the service provider and our stewarding contractor."  
 22 So in context, would the service provider be ETUK as  
 23 it became?  
 24 A. Yes, I think so.  
 25 Q. And stewarding contractor, would that be ShowSec as it

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1 was in 2017?  
 2 A. Yes.  
 3 Q. "This meeting will also review past events together with  
 4 medical facilities and equipment."  
 5 So in 2017 were those monthly meetings taking place  
 6 between SMG, ShowSec and ETUK?  
 7 A. They were taking place within our event meetings that  
 8 we were having on a more regular basis, but also they  
 9 tied into the multi-agency meetings that took place on  
 10 a six-monthly basis.  
 11 Q. There were two types of meeting?  
 12 A. Yes.  
 13 Q. I think you said event planning meetings.  
 14 A. Yes. I think they used to be monthly -- when I arrived  
 15 at the arena they used to be monthly planning meetings,  
 16 we brought those down to weekly planning meetings, and  
 17 not every time did Emergency Training attend, but  
 18 ShowSec were always there.  
 19 Q. How was a decision made about whether ETUK should or  
 20 shouldn't attend or was it left up to them?  
 21 A. I think it was their involvement was their decision.  
 22 Q. This may be a difficult question to answer, I don't  
 23 know, but are you able to give us an idea of how  
 24 regularly ETUK did attend?  
 25 A. No.

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1 Q. Looking back, would it have been rather more desirable  
2 if they had attended every one of those meetings?  
3 A. Yes, but my guess is that by increasing those times of  
4 the meetings, it was when they were going to happen.  
5 For example, if we had a show on the day that we had  
6 a planning meeting for the following week, my guess  
7 is that they would have turned up to those meetings, but  
8 if they were having to travel in, because I think  
9 they're based in North Wales, then I don't think they  
10 would turn up for individual event meetings.  
11 Q. The document you prepared continues:  
12 "An invitation to each meeting will be extended to  
13 GMAS [which became NAWAS in due course] who we hope will  
14 wish to play an active part in this process."  
15 So you intended that the Ambulance Service should  
16 attend meetings; is that correct?  
17 A. I don't think we intended them to come to every one of  
18 these. We expected them to come to the multi-agency  
19 meetings, but not the weekly planning meetings. But  
20 they would have received the notes and the event  
21 information that is sent out to all the stakeholders.  
22 Q. And did the Ambulance Service attend the multi-agency  
23 meetings?  
24 A. They attended the multi-agency meetings. They wouldn't  
25 have attended our weekly meetings.

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1 Q. Did you tell us that those meetings were every 6 months?  
2 A. Every 6 months, yes.  
3 Q. If we go over the page, Mr Lopez, please {INQ025124/5}:  
4 "An open invitation will also be provided to  
5 officers of the City Council's licensing team."  
6 A. Yes. Between when I arrived in 2003 and until he  
7 retired, we had a very close relationship with — he was  
8 actually head of building control, it was  
9 a Mr Rodney Burrows, and he had — because he'd been  
10 there as part of the building of the arena and knew the  
11 building very well, he took a very active part in the  
12 operation of the venue until he retired.  
13 Q. When did he retire?  
14 A. I would think possibly he... It was probably 2010/2011.  
15 Q. So long before the arena attack?  
16 A. Yes.  
17 Q. And in the period between 2010/2011 and 2017, did any  
18 representative of the licensing team ever attend either  
19 your event planning meetings or the multi-agency  
20 meetings?  
21 A. They attended the multi-agency meetings. They wouldn't  
22 have attended the planning meetings.  
23 Q. So that was the document you prepared at some stage  
24 after you came to the arena in 2003. In 2006, did you  
25 undertake the process of putting out to tender the

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1 provision of medical services at the arena?  
2 A. Yes, I did.  
3 Q. Why?  
4 A. We had a number of issues that we wanted to ensure that  
5 we corrected. One of them was — there'd been some slow  
6 payments by Emergency Training to their employees and so  
7 we were finding that people were not getting paid, which  
8 is something that we were against and it looked badly on  
9 us.  
10 Q. Do you mean ETUK weren't always paying their staff when  
11 they worked at your arena?  
12 A. They weren't paying them quickly enough, so they were  
13 coming to us and saying, "We aren't getting paid, why  
14 should we turn up at your event next Tuesday or  
15 Wednesday?" So we wanted to make sure that was  
16 corrected. I think we stepped in at some times and  
17 offered to deal with that, but also we had to take our  
18 responsibility because of course Emergency Training were  
19 a small company, so cash flow will always have been  
20 an issue, and so will have been possibly slow payers.  
21 Q. Did it occur to you that the staff of ETUK, if they were  
22 turning up in circumstances at which there was a risk  
23 they wouldn't be paid, might not be well motivated?  
24 A. Exactly.  
25 Q. So the re-tendering was part of a process to address

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1 that issue?  
2 A. That was one of the issues. The other issue was to do  
3 with working outside the confines of the arena building  
4 itself. We had been told by Emergency Training that  
5 sometimes when we would ask them to go and visit  
6 somebody in the City Room — for example, a skateboarder  
7 might have fallen off his skateboard or somebody had  
8 tripped up as they were coming from the station to the  
9 McDonald's — during an event we would say, "Is it  
10 possible for one of your staff to go and just check that  
11 they're all right?" And on occasions, we were told, "We  
12 can't go out there because our insurance policy won't  
13 cover us for people who are not attending the arena".  
14 So the other reason for the tender document was that  
15 any — whoever was successful in winning the contract,  
16 we could tie that loophole to say, "You do realise that  
17 if we ask you to go out into the City Room, that we are  
18 giving you permission to do that and any insurance that  
19 you have should allow you to do that".  
20 Q. So this goes back to the issue we were discussing at the  
21 very beginning of your evidence, namely the  
22 responsibility of SMG and your responsibility was to  
23 ensure that there was adequate medical provision, not  
24 just for those in the arena bowl or in the auditorium  
25 but also within the City Room?

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1 A. Yes, as our good practice in terms of our responsibility  
2 to the stakeholders.  
3 Q. So it sounds as if there were two problems with ETUK,  
4 which some might describe as significant: one, they  
5 weren't treating their own staff properly, or at least  
6 not always; and secondly, there was, to say the least,  
7 sometimes a reluctance for them to provide treatment in  
8 an area that you knew you had a responsibility to make  
9 such treatment available?  
10 A. Yes.  
11 Q. Let me ask you, because if I don't I know others will,  
12 was the tendering process part of a drive to save money,  
13 what Mr Cooper would describe as penny-pinching?  
14 A. No.  
15 Q. We're going to look in a moment at the document you  
16 prepared, but first of all could you tell us to whom it  
17 was sent?  
18 A. It was sent to about — over the period of time we had  
19 a number of people who contacted us and said, "When you  
20 put the tender for the arena up, can you invite us?" So  
21 we kept a list of people that had shown an interest and  
22 we also searched to make sure who were the people that  
23 we should be approaching when our tender document was —  
24 when we were going to go out to tender.  
25 Q. Therefore in the result, was your tender document sent

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1 out to a total of 13 possible providers?  
2 A. Yes, I think it was.  
3 Q. I'm going to ask that we look — we won't need to spend  
4 much time over it — at the tender document that was  
5 sent out.  
6 {INQ001405/1}:  
7 "Introduction. SMG Europe is the largest operator  
8 of sports and entertainment venues in the United Kingdom  
9 and Europe, controlling 75,000 seats in eight  
10 facilities."  
11 Let's remind ourselves this is 2006:  
12 "The 21,000 seated Manchester Evening News arena is  
13 the largest indoor facility in Europe and the flagship  
14 of the group..."  
15 A. Correct.  
16 Q. Were you the author of this particular document, do you  
17 remember?  
18 A. That additional top section was company introduction, so  
19 a cut and paste.  
20 Q. Where it becomes more specific, this was your work?  
21 A. Yes.  
22 Q. So, "Purpose of medical cover and definitions":  
23 "Give the best possible service to visitors, staff  
24 and clients when required."  
25 A. Yes.

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1 Q. The service there being required is obviously the  
2 provision of medical services:  
3 "Need to minimise the effects of an event on the  
4 healthcare provision for the local population and,  
5 wherever possible, reduce its impact on the local NHS  
6 facilities and Ambulance Service."  
7 A. Yes.  
8 Q. So am I right, this is the idea that you can't — if  
9 something happens, someone has a heart attack or injures  
10 themselves, you as SMG, with your responsibility, can't  
11 say, "We'll just make a 999 call and get the ambulance  
12 service here", you have to have your own provision in  
13 place so you aren't burdening or overburdening the NHS  
14 providers?  
15 A. Yes. That's correct and to deal with all the minor  
16 elements of any issue that would take place at the  
17 arena.  
18 Q. Then:  
19 "The appointed medical provider will be a competent  
20 organisation chosen by the venue management to provide  
21 overall management of medical and first aid services at  
22 an event."  
23 A. Yes.  
24 Q. To your mind, at this stage in 2006, bearing in mind  
25 those problems with ETUK that had been identified and

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1 indeed were the driver for this process, did you  
2 consider that ETUK was such a competent organisation?  
3 A. This is why we wanted to do the tender document. We  
4 wanted to see whether that was the best that was  
5 available or whether there were other options that we  
6 could consider.  
7 Q. Would it be fair to say that at that stage, in your  
8 mind, you had some doubt about whether they were  
9 a competent organisation?  
10 A. Yes, in my personal mind they certainly weren't the  
11 favourites because of the aggro they had caused me over  
12 the previous year or so.  
13 SIR JOHN SAUNDERS: I just want to make sure the question  
14 and the answer are relating to the same thing.  
15 MR GREANEY: Well, I hope so, sir.  
16 SIR JOHN SAUNDERS: You're talking about competence, you're  
17 talking about the best; they may not be the same thing.  
18 Did you think they were competent?  
19 A. They were definitely competent, yes.  
20 MR GREANEY: Thank you, sir.  
21 SIR JOHN SAUNDERS: Questions and answers just seem to me to  
22 need to relate to each other. It's not your fault —  
23 MR GREANEY: I do try and achieve that, sir. Obviously  
24 sometimes I fail.  
25 I don't want to ask you too much about this tender

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1 document because it is fairly technical and identifies  
 2 what the requirements are of the provider, but I do want  
 3 to ask you about one section. Could we go to  
 4 {INQ001405/2}, please, Mr Lopez, where there is  
 5 a heading "The medical provider will". Then it's the  
 6 sixth bullet point down:  
 7 "Provide full training, qualifications and  
 8 experience of first aiders and EMTs on duty [and then  
 9 this is, I think, in bold] which must be submitted to  
 10 the venue duty manager for all events as part of their  
 11 pre-event checks."  
 12 Do you see that?  
 13 A. Yes.  
 14 Q. In practice, by 2017, was that being done?  
 15 A. No, I don't believe it was. What I think was happening  
 16 is that the list of people who were working was  
 17 submitted to the — as part of the signing—in process.  
 18 Q. That is correct.  
 19 A. But I don't believe that their records were joined at  
 20 that point.  
 21 Q. Let's just explore this a little then. We'll have on  
 22 the screen a different document, which I think is the  
 23 signing—on sheet or an associated document to which  
 24 you have just referred. {INQ022782/7}.  
 25 Is this the type of document to which you're

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1 referring?  
 2 A. Yes, I think it is.  
 3 Q. As we can see, it doesn't give any kind of indication of  
 4 the level of training, qualification and experience of  
 5 any of these people.  
 6 A. No.  
 7 SIR JOHN SAUNDERS: Just so I understand where we're  
 8 actually going in this eventually, does the tender  
 9 document become part of the contract?  
 10 A. Yes. There is a — the tender document and also the  
 11 submission from the successful practitioner, which in  
 12 this case was Emergency Training, submitted all of their  
 13 details and that became part of the contract.  
 14 SIR JOHN SAUNDERS: Okay. Was that still part of the  
 15 contract in 2017 or had it been varied?  
 16 A. I believe it had been varied. There is, I believe, in  
 17 evidence a discussion that took place between myself and  
 18 Ian Parry, which — I don't know the outcome of it, but  
 19 my assumption is it is in relation to that that Mr Parry  
 20 wanted to keep, potentially, the confidentiality of his  
 21 staff within his organisation rather than submitting  
 22 them to us on every occasion.  
 23 SIR JOHN SAUNDERS: Right, I'm probably running ahead of  
 24 myself.  
 25 MR GREANEY: A little bit, sir, but it's helpful to know

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1 where we're going.  
 2 What was confidential in the relationship between  
 3 you and ETUK about whether ETUK staff were properly  
 4 qualified?  
 5 A. I don't know.  
 6 Q. Because it might be suggested that this provision is  
 7 a very sensible one, that you know not just the names of  
 8 those who will be providing this vital service but also  
 9 whether they are qualified to do that job.  
 10 A. Yes.  
 11 Q. And by 2017, that was not being done?  
 12 A. No. But the thing that gave me confidence was that  
 13 whenever we'd had a case to need all of this  
 14 information, Ian had supplied us with absolutely  
 15 everything we required. So for example, if we'd had  
 16 a request for medical information, because somebody had  
 17 had an accident at the arena and there was a slips,  
 18 trips and falls claim, and both our legal team and the  
 19 other side's legal team had requested it, all of that  
 20 information was forthcoming with qualifications and  
 21 things like that. And during the period of 2007 until  
 22 2017, I had never had anybody come back to me and say,  
 23 "The information that you're supplying is incorrect or  
 24 wrong or out of date".  
 25 SIR JOHN SAUNDERS: Sorry, I just need to... So not in the

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1 original contract, but this is different from the —  
 2 it's not complying with the original contract as agreed  
 3 in the tender document?  
 4 A. No, I don't believe so.  
 5 SIR JOHN SAUNDERS: But you believe there may have been  
 6 a variation of the contract at some stage?  
 7 A. There is a discussion, which is not complete, which is  
 8 in the evidence, and I don't... I can't remember what  
 9 the outcome of that was.  
 10 SIR JOHN SAUNDERS: But there is no written documentation  
 11 acknowledging a variation to the original contract?  
 12 A. No, no.  
 13 MR GREANEY: If there is, certainly I haven't seen it,  
 14 although that of course doesn't necessarily mean it  
 15 doesn't exist. Although I have seen the document,  
 16 I believe, to which the witness is referring. We will  
 17 come to that in due course.  
 18 SIR JOHN SAUNDERS: I am clearly running ahead, which is not  
 19 very helpful of me.  
 20 MR GREANEY: Can I just understand where we've reached? If  
 21 it turns out, by which I mean if the evidence reveals,  
 22 that some of those who were working for ETUK on  
 23 22 May 2017 did not have an appropriate level of  
 24 qualification to do what was required of them, then the  
 25 fact that that provision was not operated would seem to

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1 be very unfortunate; do you agree?  
 2 A. Yes.  
 3 Q. And what seems to have happened was that Mr Parry had  
 4 raised with you an issue of confidentiality about this  
 5 that you didn't understand, really; am I right?  
 6 A. Yes.  
 7 Q. Mr Parry, let's face it, was someone about whom you were  
 8 having some concerns, not least because he didn't seem  
 9 to be treating his own staff very well?  
 10 A. My only thing is that I don't know when that changed.  
 11 I became non-operational in 2011, so I don't know  
 12 whether this was an ongoing thing and I can't remember  
 13 what we agreed at the time.  
 14 Q. Well, I'm going to press you, I'm afraid, because this  
 15 may be of importance in due course. I just want you to  
 16 take a moment to think about what ultimately was agreed,  
 17 if different from what was provided in the tender  
 18 document, about the provision of information about the  
 19 qualifications of those who worked for ETUK? And if you  
 20 can't remember, of course you must tell me, but just  
 21 take a moment to think about it.  
 22 A. Yes, unfortunately I can't remember what...  
 23 Q. In due course did you prepare a report on the outcome of  
 24 the tender process?  
 25 A. Yes.

1 Q. Did that report relate to three of the 13 businesses?  
 2 A. Yes, it did.  
 3 Q. One of which was ETUK?  
 4 A. Yes.  
 5 Q. Can we go, please, to the report that you prepared.  
 6 It's {INQ025121/1}.  
 7 I am going to seek some help on this document, I do  
 8 hope you can remember it, because some aspects of it  
 9 I didn't entirely follow.  
 10 So "Medical tender report 2006". So we should  
 11 understand that by this stage, all of the tender  
 12 documents had been received insofar as you received them  
 13 from the potential providers, and you are assessing what  
 14 they amount to?  
 15 A. Yes. As you can see from the top of that document,  
 16 seven didn't respond.  
 17 Q. So that was really what I wanted your help with first of  
 18 all. The MEN Arena medical tender document was sent to  
 19 13 possible suppliers. Of those seven did not respond.  
 20 Do you have any idea why it was that such a high  
 21 proportion didn't even get back to you?  
 22 A. No. I think we did send some chasing letters, but  
 23 companies change hands quite quickly, so somebody that  
 24 might have been a viable option in 2001 when they  
 25 expressed an interest may no longer be viable or they've

1 merged with another company.  
 2 Q. Do you have a view about whether the rates that you were  
 3 offering to those 13 made it attractive or unattractive  
 4 to them?  
 5 A. I think due to the size of the contract at the arena,  
 6 I think it was very attractive to everybody, because  
 7 we are able to offer regular events. 130 or 140 shows  
 8 a year is a very attractive contract to have.  
 9 Q. So for a reason that isn't entirely clear -- that isn't  
 10 meant as a criticism -- seven don't respond, one, the  
 11 British Red Cross, were good enough to get back to you  
 12 to say they weren't interested in bidding at that time.  
 13 Two sent in tenders, we have anonymised as suppliers C  
 14 and D, and as the document says, they were rejected on  
 15 both cost and unconvincing tender documents.  
 16 A. Yes.  
 17 Q. I'm presuming they weren't rejected because their bid  
 18 was too low but because it was too high?  
 19 A. I can't remember.  
 20 Q. And three were asked to present on Thursday, 13 July?  
 21 A. Correct.  
 22 Q. Does that mean that the three who made bids that were  
 23 interesting to you were actually invited to come to the  
 24 arena and pitch for the work?  
 25 A. Yes. They were interviewed by myself and at least one

1 other colleague.  
 2 Q. The next thing that I haven't understood that I'm going  
 3 to seek your help with will take us to {INQ025121/7} of  
 4 this document, please.  
 5 The heading is "Medical tender" and this is  
 6 supplier B., so one of the three that is being  
 7 interviewed. There are then a series of questions  
 8 posed; do you see that?  
 9 A. Yes.  
 10 Q. I'm not going to go through all of them.  
 11 Over the page, {INQ025121/8}. We can see that for  
 12 supplier A again, a series of questions, nine for them,  
 13 it had been eight for supplier B. Over the page at  
 14 {INQ025121/9}, Emergency Training UK Limited, just one  
 15 question:  
 16 "How many staff do you currently have on your books?  
 17 How do you plan of (sic) increasing these levels in the  
 18 future?"  
 19 Can you help with what are these lists of questions  
 20 and then with why there is just one question for ETUK?  
 21 A. Yes. I think, if I start with ETUK, I think it's...  
 22 There were more questions and I'm not sure whether this  
 23 is the final version of the questions answered or  
 24 whether they were financial questions that we were  
 25 asking and we didn't put them down on the question

1 sheet.

2 Q. So these questions, are these questions that were used

3 as the basis for the interview that you conducted with

4 ETUK?

5 A. Yes.

6 Q. So in relation to ETUK we shouldn't think that there was

7 any less rigorous approach to their interview because

8 there's only one question?

9 A. Absolutely not, because, as I have said, as you have

10 said previously, we were concerned about them and what

11 we wanted to do is, if they were medically good enough,

12 we wanted to tie up all the financial stuff in the

13 contract.

14 Q. Thank you. Next, back to {INQ025121/1}, please,

15 Mr Lopez. It's the bottom half of the page we'll need

16 this time.

17 We can see the heading:

18 "Cost analysis (base on RHCP at MEN 12/07/06)."

19 And MEN, of course, we all recognise. HCP, I'm

20 providing healthcare provision or provider; what does

21 the R stand for?

22 A. Sorry, the RHCP stands for Red Hot Chili Peppers.

23 Q. I see, so I was clearly wrong. This was a particular

24 concert that you were using as a basis for analysing the

25 costs that had been projected by the three bidders?

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1 A. Yes. What we asked all of the people that submitted an

2 interest is — we asked them to give us their

3 recommendations for staffing levels. As we are not

4 experts and we rely on the experts to do it, we wanted

5 to make sure that what we were offering was reasonably

6 in line with what they would have provided to another

7 venue.

8 Q. I see, right. So Red Hot Chili Peppers on 12 July 2006.

9 The top line under supplier, is that line indicating

10 what was actually provided during the course of that

11 concert?

12 A. Yes, I believe it was, yes.

13 Q. So two EMT, one controller, 11 first aiders, at a total

14 cost to your business of £1,034.20.

15 A. Correct.

16 Q. That was the baseline against which you were assessing

17 what others were suggesting would be needed?

18 A. Yes.

19 Q. Supplier B indicated to you that what it would have

20 wanted to staff that concert would have been the same

21 level of personnel but a greater cost?

22 A. Yes.

23 Q. £1,126.

24 A. Yes.

25 Q. So far as supplier A was concerned, the situation was

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1 a little more complicated, as I've understood it;

2 is that right?

3 A. Yes. They put forward two options. They put forward an

4 option, which was similar to the one that we would have,

5 and they also put forward another option as another

6 alternative of what they could do.

7 Q. So they were making a suggestion, they were saying, "We

8 need one EMT, one radio controller and 18 first aiders"?

9 A. Yes.

10 Q. That was their suggestion. That came out at even more

11 money, £1,223?

12 A. Yes.

13 Q. But a calculation was also made on the basis of the

14 actual personnel who were deployed, which came out at

15 £964?

16 A. Yes, I think they put forward both options.

17 SIR JOHN SAUNDERS: I just need to understand it. Were the

18 figures of 2, 1 and 11 for the various categories

19 suggested to them, to each of the potential contractors,

20 as being the staffing level required, because that's

21 actually what you had on the night, or did you just

22 leave it to them to arrive at what would be the proper

23 figure?

24 A. I think we gave them this suggestion that this is what

25 we'd had for this particular event.

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1 SIR JOHN SAUNDERS: Thank you.

2 A. But we didn't say, "You've got to stick to this".

3 SIR JOHN SAUNDERS: Supplier A came back and said they'd do

4 it slightly differently?

5 A. Yes.

6 MR GREANEY: Then ETUK, as it became, obviously the same

7 figure, because of course they had provided the actual

8 personnel on the night, but they were proposing an

9 increase in their chargeout rate in 2007, which was

10 going to increase their costs to £1,085.72.

11 A. Yes, correct, yes.

12 Q. So where it landed, we can see, is:

13 "Supplier A came in with the best value for money

14 based on the numbers we actually booked... but it became

15 the highest quote on the numbers that they suggested for

16 [that particular] show."

17 A. Yes.

18 Q. So, on their suggestion, it was a higher sum? And you

19 added:

20 "Supplier A would also replace quality with quantity

21 by dropping EMTs and replacing with more first aiders.

22 EMT UK would keep their rate the same until 2007 when

23 it would increase by 5%, meaning quotes by both EMT UK

24 and supplier B are only separated by £40 on a show like

25 this."

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1 A. Yes.  
 2 Q. So on what supplier A was suggesting they thought ought  
 3 to happen, they were the highest quote, but bearing in  
 4 mind that they were the lowest, on the actual numbers  
 5 supplied; is that correct?  
 6 A. Yes.  
 7 Q. Supplier B was lower than that, but higher than EMT UK,  
 8 and on that analysis, but bearing in mind the supplier A  
 9 alternative scenario, EMT UK was the lowest quote?  
 10 A. Yes.  
 11 Q. In the course of your document, you went on, did you  
 12 not, to analyse the performance of the various suppliers  
 13 who had attended?  
 14 A. Yes.  
 15 Q. And we'll look at these and identify some of the factors  
 16 that you were identifying. Could we go, please,  
 17 Mr Lopez, to {INQ025121/2}.  
 18 I am not going to be suggesting that you were  
 19 uninterested and that you did not record factors that  
 20 were relevant to the quality of the service that these  
 21 people would provide. May I make that very clear?  
 22 I think what we are going to see is that you were,  
 23 of course you are a commercial organisation, also  
 24 concerned about the cost, were you not?  
 25 A. Yes.

1 Q. So that when we look at supplier B, as with the other  
 2 suppliers, you have divided positive points from  
 3 negative points, and under negative points, one of the  
 4 negative points is "Not the cheapest quote".  
 5 A. Yes.  
 6 Q. Why to your mind was that a negative point?  
 7 A. It was fact, it was a negative point, they weren't the  
 8 cheapest. It was a criterion that of course we would  
 9 need to consider. Personally, I liked this company  
 10 hugely and I think I say in my summing-up that these  
 11 would be the progressive one.  
 12 Q. You do.  
 13 A. It was really their negative, you know, points was the  
 14 fact that they didn't really have any experience of  
 15 other contracts and things like that. But in terms of  
 16 personnel, I knew some of them, and they made some good  
 17 recommendations. But they were fresh, very new.  
 18 Q. Let's be frank about it. Was cost something that  
 19 counted against them to a significant extent?  
 20 A. In this case, no, I don't think it did.  
 21 SIR JOHN SAUNDERS: So they had no current contracts? Were  
 22 they not operating as a company?  
 23 A. No, they were coming in... They were... I think if  
 24 I remember rightly, they were people that had worked for  
 25 us at the arena in the past and, as with a lot of these

1 private ambulance services, they're quite cut-throat and  
 2 once people have got their skills, they go off and try  
 3 and set up their own business and then come back and try  
 4 and steal contracts.  
 5 MR GREANEY: We can see when we look at positive points that  
 6 you have identified three of the four directors have  
 7 very good building knowledge, another five or six  
 8 first aiders have worked at the arena as medics before.  
 9 A. Yes.  
 10 Q. When we go over to the next page {INQ025121/3}, and we  
 11 see your assessment of the pros and cons for supplier A,  
 12 we can see, as I indicated, you are identifying factors  
 13 that are relevant to quality:  
 14 "Could do the job. Has a reputation to keep. MD  
 15 has good knowledge of the building from his days working  
 16 for GMAS."  
 17 Here you have identified as a positive point the  
 18 fact that their quote is, as we have seen, the cheapest  
 19 if you maintained your staffing levels?  
 20 A. Yes.  
 21 Q. Then conversely, as a negative point, you have  
 22 identified that supplier A becomes the most expensive  
 23 quote if SMG followed their staffing guidelines with  
 24 skill level of cover dropping.  
 25 A. Yes. And also, on that same page, as a negative point,

1 we were questioning, I think, if I'm right, at the time,  
 2 their hourly rate that they were offering to pay their  
 3 staff seemed particularly low.  
 4 Q. It's certainly lower than the others were proposing,  
 5 quite right.  
 6 To finish off this particular analysis, over the  
 7 page, {INQ025121/4}, we have your examination of the  
 8 pros and cons for ETUK. We will read through all of  
 9 these because they do get the contract. Positive  
 10 points:  
 11 "Excellent tender document. Current supplier. MEN  
 12 number one client."  
 13 Do you mean that you were their main client?  
 14 A. Yes.  
 15 Q. "No change to service supplier needed."  
 16 So they had the advantage of continuity?  
 17 A. Yes.  
 18 Q. "Have had no issue for 6 months. Know the building very  
 19 well. Good support from the new pool of first aiders.  
 20 No complaints regarding medical service or claims of  
 21 malpractice since they took up the contract in 2001.  
 22 Continued low medical stats."  
 23 Did you mean by that that there were very few  
 24 occasions upon which there were medical issues that had  
 25 to be addressed at concerts?

1 A. Yes.  
 2 Q. "Rates in line with current charges. Insurances and  
 3 policies are all in place. Additional extras in place  
 4 that might be missed or need replacing should we change  
 5 contractor (goodwill gestures)."  
 6 What did that mean?  
 7 A. Things that potentially they were bringing to events.  
 8 For example, one of the things that they said that they  
 9 did as part of their tender or had been is making sure  
 10 that we had additional -- the automatic defibrillator  
 11 machines and also they would check our batteries on our  
 12 defib machines and those sorts of things, things that  
 13 potentially would go into a contract, but they were  
 14 already doing that as part of our relationship with  
 15 them.  
 16 Q. "Could offer first aid course to us at discounted  
 17 rates."  
 18 So did this reflect the fact that, as the name gives  
 19 away, ETUK didn't just provide personnel but also  
 20 provided training?  
 21 A. Yes, they did, and they went on to provide all of our  
 22 first aid training to all of our staff, both in our  
 23 control room and also members of the team, which  
 24 you will have heard about previously.  
 25 Q. Yes, and indeed a point that you make in your statement

1 is that the chairman should bear in mind when he  
 2 considers medical provision on the night of the attack  
 3 that it wasn't just the ETUK staff who had  
 4 qualifications, subject to the point I've made, but  
 5 there were also members of your staff working in the  
 6 control room, for example, who had first aid  
 7 qualifications?  
 8 A. Yes, and I think the prime one of that that is worth  
 9 note, I believe earlier -- either last week or the week  
 10 before -- you heard from a Lucy Jarvis who was attended  
 11 to by John Clarkson and Paul Worsley and I believe their  
 12 training did some really good things.  
 13 Q. The final positive point:  
 14 "A lot of the concerns will be addressed by the  
 15 updated contract."  
 16 What concerns did you have in mind?  
 17 A. As we spoke earlier, the issue about entering into --  
 18 ensuring that they had the correct insurances in place  
 19 to able to operate in all the areas we wanted them to  
 20 operate and also to make sure that they had their  
 21 payment schemes in place.  
 22 Q. Negative points:  
 23 "Not a great presentation. Very concerned about  
 24 losing the contract."  
 25 A. Yes.

1 Q. What did you mean by "very concerned about losing the  
 2 contract"?  
 3 A. Well, I think they were our main client, or we were  
 4 their main client, and I think if we had removed that  
 5 from them, they would have struggled with the other  
 6 contracts that they had, ours being the main one.  
 7 Q. "No new ideas", you said.  
 8 A. Yes. Only that what they delivered previously was good.  
 9 Q. Two that we'll consider together. First:  
 10 "Ian Parry is the only one qualified to deal with  
 11 emergency situations. A lot of EMT technically  
 12 proficient staff have left to set up their own company,  
 13 leaving Ian as lone, highly experienced medical figure."  
 14 That doesn't sound like an ideal state of affairs.  
 15 A. No, I agree, but the assurances that we'd got is that  
 16 that was going to be corrected and also the experience  
 17 of having 2,000 shows under Ian's belt and knowing that  
 18 we were always going to get him at the arena was  
 19 a positive.  
 20 Q. "Family are figurehead directors due to financial  
 21 issues. Ian able to resume as director as of  
 22 October 2006."  
 23 A. Yes.  
 24 Q. What did that mean, please?  
 25 A. I believe that Ian, due to the financial irregularities

1 and the discussions that he'd had with his previous  
 2 partner, a Mark, I can't remember his surname, he had  
 3 a time when he wasn't allowed to be a director of  
 4 the company.  
 5 Q. "Embarrassment and time-wasting caused to MEN Arena at  
 6 the end of 2005 and not truthful with MEN during this  
 7 time."  
 8 A. Yes, as explained before with the two issues that we  
 9 raised.  
 10 Q. What does "not truthful with MEN during this time" mean?  
 11 A. I think it was to do with the payment things, that he  
 12 had paid his staff and we were hearing different.  
 13 Q. In other words, you had understood he'd been lying to  
 14 you?  
 15 A. I think lying is probably a bit strong.  
 16 Q. Not telling you information that was accurate?  
 17 A. Yes.  
 18 Q. So when we look at it, someone analysing this from the  
 19 outside might say that with ETUK there were a number of  
 20 red flags, I don't know how you'd describe it. One,  
 21 there had been problems in the past, including Mr Parry  
 22 apparently not being frank. Two, there had been some  
 23 financial irregularities which may even have meant that  
 24 he couldn't be a director for a period of time. Three,  
 25 staff had left the business so that he was really left

1 as the only one with a high level of qualifications .  
 2 And four, they hadn't really presented that impressively  
 3 during the course of the interview. So why was it that  
 4 in the end, ETUK got that contract?  
 5 A. Well, it wasn't my... I had an input in it, but the  
 6 actual decision went to my senior management at the  
 7 time, so the general manager at the time and the  
 8 director of the group. So I put my recommendations  
 9 forward as, I think, part of this document --  
 10 Q. It is, and we'll look at that.  
 11 A. -- and that's where we went from.  
 12 Q. Let's look at {INQ025121/5}. It is quite right that  
 13 fairness requires us to go through this as well:  
 14 "Summary. The three companies have different merits  
 15 with no clear winner."  
 16 That's where you were yourself at this time?  
 17 A. Yes.  
 18 Q. "Supplier B [as you have said already] are the  
 19 progressive gamble. They have all the ideas, the  
 20 knowledge of the building, all the attributes that the  
 21 current supplier had when they were first given the  
 22 MEN Arena contract in 2001, but can they deliver?"  
 23 You have told us, they're the fresh business:  
 24 "Supplier A are the safe option. They are the  
 25 market leader with a good track record within the

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1 industry. We know they can do the job, but will they do  
 2 it the way we want it done or show the MEN Arena the  
 3 number one client status we have come to expect from all  
 4 our suppliers?"  
 5 Then:  
 6 "ETUK is the easy option. They are the current  
 7 supplier with everything to lose. The new contract has  
 8 been written with the issues of the past in mind. Much  
 9 of our concerns will be addressed and the last 6 months  
 10 have run smoothly, but can they move the service forward  
 11 or are we just postponing the decision?"  
 12 A. Yes.  
 13 Q. It would seem to follow from all of that, that in the  
 14 result, those who made the decision took the easy  
 15 option, to use your phrase?  
 16 A. Yes, I think partly, but also it is the fact that we'd  
 17 had 6 months of them doing okay, they hadn't let us down  
 18 in anything to do with providing great service to the  
 19 public, and to introduce a new one is always tricky.  
 20 And I also say that I think the final decision came  
 21 based on: okay, let's give them the contract, but  
 22 if we need to review or if there's any red flags that  
 23 come forward, we can always re-tender or change the  
 24 contract.  
 25 SIR JOHN SAUNDERS: Can you tell me who did make the

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1 decision?  
 2 A. Yes. It was the general manager of the building at the  
 3 time and it was also, I believe, referred to the  
 4 director of the company. Neither of them work for the  
 5 organisation any more.  
 6 MR GREANEY: Did they work for the organisation in 2017?  
 7 A. No.  
 8 Q. If their names have any relevance, no doubt that will be  
 9 explained to you in questions from others.  
 10 I asked you to comment on the suggestion that those  
 11 people took the easy option and you have given your  
 12 answer. I'll also ask you, because again if I don't,  
 13 others will: would it be fair to observe that those who  
 14 made the decision to offer the contract to ETUK also  
 15 took a cheap option?  
 16 A. No, because I don't think that that was part of the  
 17 decision-making process. It was a factor, but  
 18 delivering the best medical service that we could work  
 19 with was the ultimate goal.  
 20 Q. In the result, was a medical services agreement entered  
 21 into between SMG and ETUK on 1 June 2007?  
 22 A. Yes.  
 23 Q. We'll look at that on the screen, Mr Lopez,  
 24 {INQ040492/1}.  
 25 We can see at the top of the page that date,

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1 1 June 2007. If we go to {INQ040492/7}, we'll see the  
 2 obligations that this contract placed upon ETUK. The  
 3 top half of the page, paragraph 4.2, clause 4.2:  
 4 "The services provider [so that is ETUK] agrees to  
 5 (a) provide a high quality of medical services in  
 6 accordance with the terms of this agreement to event  
 7 audiences and on occasions to performers, participants,  
 8 contractors and employees of the client."  
 9 In 2017, did you have confidence in ETUK to deliver  
 10 on that?  
 11 A. Yes.  
 12 Q. "(b) Ensure that the medical services are carried out in  
 13 accordance with the applicable laws."  
 14 Again, in 2017 did you have confidence in ETUK to  
 15 deliver in that?  
 16 A. Yes.  
 17 Q. "(c) Ensure the medical services are provided in such  
 18 a way so as to meet the high standards of customer care  
 19 associated with the MEN Arena."  
 20 Did you have that degree of confidence?  
 21 A. Yes.  
 22 Q. "(d) Not do or permit to be done or omit to do any act  
 23 that might prejudice in any way the client's trade or  
 24 reputation."  
 25 Again, did you have confidence in ETUK in 2017 to

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1 achieve that?  
 2 A. Yes.  
 3 Q. Thank you.  
 4 SIR JOHN SAUNDERS: You may be coming to this, in which case  
 5 I apologise, but what 4.2 does not seem to include is  
 6 providing the high quality of medical services to people  
 7 who come to collect audiences and people who pass  
 8 through the City Room, which you told me was one of the  
 9 reasons for looking at the contract in the first place.  
 10 It may be covered somewhere else in the contract,  
 11 I don't know.  
 12 A. It might do. I think what we wanted with that was to  
 13 make sure that they were aware — and I think we did it  
 14 within our insurances, the insurances that they needed  
 15 to — the reason we were told they couldn't go into the  
 16 City Room was their insurance company wouldn't permit  
 17 them to do so, so I think one of the things we asked to  
 18 be proved was that they were able to deliver. They  
 19 asked their insurance company to ensure that it wasn't  
 20 just ticket holders that they were looking after.  
 21 SIR JOHN SAUNDERS: Thank you.  
 22 MR GREANEY: I suppose we need to be very clear that on the  
 23 night of the attack, there was no suggestion by ETUK  
 24 that they would not provide what was obviously urgently  
 25 needed assistance within the —

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1 A. Absolutely, yes.  
 2 Q. We have that point. Before we move on, you did refer  
 3 very much earlier to a discussion with Mr Parry that may  
 4 or may not have reached a conclusion, you couldn't  
 5 recall, and I said we'd get to it. I now have the  
 6 reference so we'll look at that document at this stage  
 7 before I forget.  
 8 SIR JOHN SAUNDERS: Is that the end of the relevant terms of  
 9 the contract?  
 10 MR GREANEY: To the extent that I was going to introduce  
 11 them, sir, yes.  
 12 SIR JOHN SAUNDERS: That's fine. Is there anything that  
 13 specifies what quality of service, how many people have  
 14 to be provided on any particular evening, and at what  
 15 grading within the contract?  
 16 A. There's guidelines of what we expect Emergency Training  
 17 to deliver in each of the areas, yes.  
 18 SIR JOHN SAUNDERS: That's in the contract somewhere?  
 19 A. Yes.  
 20 MR GREANEY: We'll come back to that, sir. I'm sorry we  
 21 can't do it immediately.  
 22 SIR JOHN SAUNDERS: Not at all.  
 23 MR GREANEY: So we'll look at the document that I think,  
 24 Mr Allen, you were referring to earlier, or an earlier  
 25 iteration of the document in any event. {INQ040493/1}.

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1 It may be that SMG more generally can help us with  
 2 the origin of this, but it seems to be something that  
 3 has been drafted to reply to something which has come  
 4 from Ian Parry. Is this what you were referring to  
 5 earlier?  
 6 A. Yes, it was.  
 7 Q. Good. The reply reads:  
 8 "Thank you for your comments. Where I believe the  
 9 MEN Arena is vulnerable, and hence part of the reason  
 10 for the changes in the contract we have just both  
 11 signed ..."  
 12 So that would seem to date this at some stage  
 13 shortly after 1 June 2007, do you agree?  
 14 A. Yes.  
 15 Q. "... is a concern we have records that in 2 or 3 years'  
 16 time, et cetera, we can pinpoint members of staff that  
 17 were on duty and the minimum qualifications that person  
 18 had at that time."  
 19 So you seem there at least to be reinforcing  
 20 what was in the tender proposal?  
 21 A. Mm.  
 22 Q. "I want to be able to put a document in the post—event  
 23 file that tells me of the staff that you had in and that  
 24 they were qualified/covered by your insurance by an  
 25 easily recognised reference number. I have no problem

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1 with them being on the check sheet, however I thought  
 2 this was easiest way to do it. Another option is, as  
 3 I have in place with ShowSec, that you supply me with  
 4 a list of all personnel within your organisation that  
 5 may possibly work events and are covered by your  
 6 insurance policy. However, I believe this method would  
 7 be restrictive if, at short notice, you were looking to  
 8 bring in other people who are not on this register.  
 9 I appreciate that many of your staff have qualifications  
 10 above and beyond the minimum requirement, however I need  
 11 to be confident that everyone on every show has reached  
 12 this minimum level and that someone as part of your  
 13 event team has the ability to deal with a major  
 14 incident, ie is MIMMS qualified."  
 15 A. Yes.  
 16 Q. So that might appear to many to be laudable that you are  
 17 reinforcing to him, assuming this went out, that you  
 18 needed to have confidence that everyone on every show  
 19 from ETUK had reached a minimum level of qualification.  
 20 A. Yes.  
 21 Q. By 2017, that wasn't happening?  
 22 A. I don't believe so. To give context to this, this  
 23 was — at the time I had an assistant who wrote this  
 24 email, so hence we have looked to see whether we could  
 25 find the remainder of this document.

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1 Q. I'm sure you have.  
 2 A. And unfortunately we weren't able to do so because  
 3 it would have then jogged my memory as to what we  
 4 agreed.  
 5 SIR JOHN SAUNDERS: Why are you saying in there that your  
 6 concern is that you have records in 2 or 3 years' time  
 7 rather than records before the event?  
 8 A. No, it's mainly for slips, trips and falls claims. So  
 9 for example —  
 10 SIR JOHN SAUNDERS: Insurance claims?  
 11 A. It's really insurance claims and, as I said earlier,  
 12 whenever we asked for that information, so this is back  
 13 in 2007, whenever we've asked for that, for slips and  
 14 trips claims, all of the information has been very much  
 15 forthcoming with all of that information there and  
 16 available.  
 17 SIR JOHN SAUNDERS: Thank you.  
 18 MR GREANEY: Certainly you wanted to ensure you had  
 19 information that satisfied you that ETUK staff were  
 20 qualified as they ought to be, and that is an  
 21 understandable wish. By 2017, you do not believe that  
 22 was happening, which seems to give rise to a number of  
 23 possibilities. I'm not going to suggest I'm necessarily  
 24 identifying all of them. One is that Mr Parry has  
 25 pushed back and said no, and for some reason SMG has

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1 accepted that. That's a possibility?  
 2 A. A possibility, yes.  
 3 Q. Another possibility is that he just didn't do it and  
 4 either SMG didn't notice or they weren't concerned about  
 5 that?  
 6 A. Again, a possibility.  
 7 Q. Can you think of any other possibilities for how a  
 8 situation has arisen in which you want something to  
 9 happen and 10 years later it certainly isn't happening?  
 10 A. Yes, that we came to an agreement somewhere in between  
 11 to make sure that we had all the information that we  
 12 needed whenever we needed it, hence the slips, trips and  
 13 falls.  
 14 Q. It wasn't being provided to you proactively, it was  
 15 provided to you reactively as you asked for it?  
 16 A. Exactly, yes.  
 17 Q. I think from what you said earlier, because this is all  
 18 some time ago, you can't say definitively which of those  
 19 possibilities is the actuality?  
 20 A. Yes.  
 21 Q. Would it be fair, do you think, to say that if what  
 22 happened was that Mr Parry pushed back and/or you came  
 23 to some agreement that the information wasn't provided  
 24 proactively, that wasn't ideal in circumstances in which  
 25 he hadn't been entirely frank about things in the past?

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1 A. Yes, but I can't remember why that email was even sent  
 2 and what the discussions were because we then worked  
 3 with Ian ever since that point and had no issues.  
 4 Q. Well, I'm going to leave that. I'm going to deal with  
 5 one short topic and then suggest to the chairman that we  
 6 take a break for an early lunch.  
 7 I think that you yourself, and again this certainly  
 8 isn't a criticism, didn't have any particular medical  
 9 expertise.  
 10 A. No.  
 11 Q. Have I understood correctly that within your, my phrase,  
 12 management team at SMG, there was no person with  
 13 particular medical expertise?  
 14 A. No.  
 15 Q. Between 2007 when this new contract was entered into and  
 16 2017, was there any independent review of ETUK's  
 17 performance under the contract?  
 18 A. No.  
 19 Q. Was there any form of review of ETUK's performance under  
 20 the contract?  
 21 A. Not under the contract but only in relationship to  
 22 multi-agency meetings that we had, where they met with  
 23 North West Ambulance Service and also, as I explained to  
 24 the chairman, whenever we've requested information, it  
 25 was always forthcoming and actually the fact that we'd

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1 seen them in operation in how they delivered their  
 2 services to the general public over a long period of  
 3 time.  
 4 Q. None of that sounds like a review; it sounds like  
 5 a situation in which no one has said there's a problem  
 6 with them, so there isn't one.  
 7 A. Yes.  
 8 Q. Sir, I'm going to turn next to a topic we did cover in  
 9 detail with Mr Allen previously. It's the issue of risk  
 10 assessment and the documents. We are going to have to  
 11 look at it in a little detail just because there is  
 12 a different point that emerges in relation to ETUK.  
 13 We've been going for, I think, for just over —  
 14 SIR JOHN SAUNDERS: We'll have a break in a minute. Can  
 15 I just ask something, which is no doubt jumping ahead  
 16 and all the rest of it, but it's just helpful to me.  
 17 Let's focus on the Ariana Grande concert. Was there  
 18 agreement between SMG and ETUK as to the number of staff  
 19 who should be on that night and the various categories  
 20 they came into?  
 21 A. Yes.  
 22 SIR JOHN SAUNDERS: How was that reached?  
 23 A. It was reached through — we had a basic level of cover  
 24 that we wanted, which we used guidance such as the  
 25 Purple Guide and also our experience of doing shows and

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1 also the data that we'd collected over the previous  
 2 years because we keep records at the end of every year.  
 3 SIR JOHN SAUNDERS: So you said: for this concert we require  
 4 X in this category, Y in this category, et cetera?  
 5 A. Yes.  
 6 SIR JOHN SAUNDERS: Which you were satisfied was the  
 7 suitable cover?  
 8 A. And based on the fact that that type of show we had done  
 9 numerous times before and our risk assessment had  
 10 flagged it to that level.  
 11 SIR JOHN SAUNDERS: Right. We have the names of the people  
 12 who were on duty that night?  
 13 A. Yes.  
 14 SIR JOHN SAUNDERS: Can we say whether the people on duty  
 15 that night met the number of relevant categories by way  
 16 of their qualifications?  
 17 A. We requested two EMTs, one to have MIMMS training and  
 18 advanced life support, and then the other one to be  
 19 their junior in that area and then to have, I think it  
 20 was, 12 first aiders with the first aid qualifications  
 21 that we'd requested as part of our documentation.  
 22 SIR JOHN SAUNDERS: That's what you required?  
 23 A. That's what we required.  
 24 SIR JOHN SAUNDERS: Is that what was provided?  
 25 A. I believe, based on the evidence, that some of those

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1 people might not have had the relevant first aid  
 2 qualification.  
 3 SIR JOHN SAUNDERS: Okay. This must have been looked into.  
 4 Yes or no, did ETUK provide what you required them to  
 5 provide?  
 6 A. I believe they did, yes.  
 7 SIR JOHN SAUNDERS: Those answers seem slightly  
 8 contradictory to me, but it may be me. You're saying  
 9 that you made certain requirements of the number of  
 10 people within those categories and I thought you told me  
 11 that they didn't meet that entirely.  
 12 A. We asked them to supply first aiders. There is  
 13 a question over whether the first aider qualification is  
 14 the correct one.  
 15 SIR JOHN SAUNDERS: Right.  
 16 MR GREANEY: That is a fair summary, although to describe it  
 17 as a question is to put it too low. The evidence will,  
 18 I believe, reveal that many of those first aiders didn't  
 19 have the qualification that they ought to have had.  
 20 SIR JOHN SAUNDERS: So the requirement within what was  
 21 required on the night was not actually met by ETUK;  
 22 is that right?  
 23 MR GREANEY: Correct.  
 24 SIR JOHN SAUNDERS: Okay. If you had had in advance the  
 25 names plus the qualifications, which was what you

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1 originally wanted, then that could have been checked  
 2 before the concert?  
 3 A. Yes.  
 4 SIR JOHN SAUNDERS: But because that wasn't done, it  
 5 couldn't be checked before the concert, so you'd have no  
 6 knowledge before the concert of whether the people you  
 7 asked for were actually being acquired?  
 8 A. Yes.  
 9 SIR JOHN SAUNDERS: One other thing. It's indicated in the  
 10 contract that Manchester Council played some part in all  
 11 this in the provision of approving the provision of  
 12 first aiders.  
 13 A. I don't think that was in the contract.  
 14 SIR JOHN SAUNDERS: It's in the document, isn't it?  
 15 A. Yes.  
 16 SIR JOHN SAUNDERS: Okay, and what part did they play in it?  
 17 A. Very little to none, because after 2000 and whenever  
 18 Mr Burrows left the organisation, retired from  
 19 Manchester City Council, there wasn't — he didn't  
 20 really have a replacement.  
 21 SIR JOHN SAUNDERS: Okay, thank you.  
 22 MR GREANEY: Sir, could we restart at 1.15, please?  
 23 SIR JOHN SAUNDERS: We're stopping for an hour?  
 24 MR GREANEY: I thought we'd take an early lunch.  
 25 SIR JOHN SAUNDERS: Is it convenient to everybody to do

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1 that?  
 2 MR COOPER: I spoke to Mr Greaney last night on behalf of  
 3 both myself and Mr Atkinson. Mr Atkinson and I are  
 4 dividing duties on this. It would help us to be able to  
 5 talk.  
 6 SIR JOHN SAUNDERS: Fine. We'll have lunch then now. 1.15,  
 7 thank you.  
 8 (12.18 pm)  
 9 (The lunch adjournment)  
 10 (1.20 pm)  
 11 MR GREANEY: As I indicated before lunch, I am next going to  
 12 ask you some questions about a topic that was covered in  
 13 some detail when last you gave evidence and the topic is  
 14 SMG risk assessment.  
 15 The reason why I'm returning to the topic is because  
 16 of something that you've said in your most recent  
 17 witness statement. I'm going to take you to the passage  
 18 within it, please. This is your sixth witness  
 19 statement, it's dated 1 March of this year, and I hope  
 20 you can find it within the bundle that you have.  
 21 It's headed "Sixth witness statement of  
 22 James Allen". Take a moment and when you have it, would  
 23 you let me know, please?  
 24 A. Yes.  
 25 Q. Go, please, to page 2, paragraph 10. It hadn't been my

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1 wish to go back over the same ground, but I do need to  
 2 press you on some aspects of this. At paragraph 10 you  
 3 stated the following:  
 4 "The risk of multiple and major injuries caused by  
 5 explosions had been formally risk assessed and  
 6 documented in the emergency and contingency plan, the  
 7 ECP. The ECP included a major incident medical  
 8 emergency plan."  
 9 And you gave the INQ references:  
 10 "I am confident [you added] that ETUK were consulted  
 11 in relation to the drafting of the major incident  
 12 medical emergency plan."  
 13 Is that an actual recollection that you have that  
 14 ETUK was consulted on the drafting of that plan or is it  
 15 just that you'd have expected it to have occurred?  
 16 A. No, I think it did happen because it was part of the  
 17 plan before, in 2003. At that point we put it as part  
 18 of the ECP, so the ECP was produced, final production  
 19 was in 2003, and I think I remember saying last time  
 20 I was here that I helped to put that document all  
 21 together, and as part of that we had the major incident  
 22 document inserted in that. So we would have consulted  
 23 with Emergency Training at that time.  
 24 Q. Thank you, that's very helpful. I've understood your  
 25 answer. I'm not going to ask you anything specific

1 about the plan, the chairman is aware of it. If anyone  
 2 else wishes to ask you about it, they can. I want to  
 3 focus next on the first sentence of that paragraph about  
 4 risk assessment.  
 5 Could we have on the screen, please, the document  
 6 that we are all familiar with, or at any rate were, it's  
 7 the ECP, and the INQ reference, Mr Lopez, is  
 8 {INQ001359/1}.  
 9 Really, what I'm going to be driving towards,  
 10 Mr Allen, so that you know, is whether really you wish  
 11 to place any reliance at all on the risk assessment that  
 12 you refer to in that paragraph. So here we are:  
 13 "Operation procedures: Emergency and contingency  
 14 plans."  
 15 We'll perhaps all recognise it.  
 16 {INQ001359/6}, a page that we did look at many  
 17 times. Can we highlight the top half of the page,  
 18 please?  
 19 I'm not going to read all of that out, but it does  
 20 say:  
 21 "The risk assessments have been scored using a  
 22 standard severity times likelihood table with the total  
 23 scoring shown below: 0 to 5, acceptable risk; 5 to 10,  
 24 low risk; 10 to 15 medium risk; 16 plus, high risk."  
 25 As you'll remember and be aware, the chairman has

1 had questions about a mathematical approach and indeed  
 2 asked some questions about it yesterday.  
 3 When you gave evidence on 2 November, you candidly  
 4 accepted that you couldn't really explain what the  
 5 scores meant in some of the risk assessments that we  
 6 looked at. Do you remember that?  
 7 A. Yes.  
 8 Q. I believe the overall thrust of your evidence, again  
 9 frankly given, was that you weren't really able to  
 10 explain what the scores meant, what their significance  
 11 was, or what people were to do as a result of those  
 12 scores; would that be fair?  
 13 A. Yes.  
 14 Q. You said, in fact in answer to one of Mr O'Connor's  
 15 questions when he posed them the following day,  
 16 3 November, that:  
 17 "The risk assessment part of this larger document,  
 18 which I know did have a use to the business, the risk  
 19 assessment part, that wasn't really used in practice."  
 20 A. Yes.  
 21 Q. So it's really against that background that I want to  
 22 understand what you were saying in this paragraph.  
 23 Let's just go to {INQ001359/12}. Again, it's a page  
 24 that we have looked at before, but we need to remind  
 25 ourselves of what it was saying.

1 We did look at this a number of times. "Acts of  
 2 terrorism", it says, "within venue", and the risk  
 3 definitions are given of low, medium and high. We  
 4 looked at it, and in particular we studied the fact that  
 5 where the event is low risk then the overall total is 5,  
 6 which is at the cusp of acceptable risk and low risk.  
 7 So we looked at that.  
 8 This was "Bomb detonation" and "Causing multiple  
 9 deaths", "Event — low risk", overall total 5, as I have  
 10 just said, with other scoring for high-risk events. But  
 11 the highest being 15 in relation to high risk.  
 12 Then if we go, please, next to {INQ001359/13}.  
 13 I don't think we did look at. The same points that  
 14 you have conceded already arise in relation to this.  
 15 This is incidents outside the venue, so one way or  
 16 another, either page 12 or pages 13 and 14 apply to the  
 17 City Room, do they not?  
 18 A. Yes.  
 19 Q. "Incidents outside the venue. Risk definition affecting  
 20 severity/likelihood.  
 21 "Low, nothing happened to affect the venue.  
 22 "Medium, a single incident which affects the venue.  
 23 "High, more than one incident affecting the venue."  
 24 Over the page, please, to {INQ001359/14}. We can  
 25 see:

1 "Incidents outside the venue. Explosions:  
 2 detonation of improvised explosive device."  
 3 It seems that on the basis of this assessment,  
 4 whether the event is low risk, medium risk or high risk,  
 5 whether it's load in/load out, or even non-event mode,  
 6 the overall score is 10, at the cusp of low risk and  
 7 medium risk.  
 8 Do you think it would be fair to observe, given the  
 9 evidence you've previously given, that appears to be  
 10 nonsense because the type of event must make  
 11 a difference, surely?  
 12 A. Only into the fact that if it's outside the building,  
 13 that could happen at any point, so it doesn't  
 14 necessarily -- there could be an explosion in the  
 15 City Room whether there's an event at the arena or not.  
 16 Q. Yes, let's say that there is, as in fact there was, an  
 17 explosion within the City Room. The extent of the risk  
 18 plainly varies massively depending upon whether the  
 19 detonation occurs in the middle of the night when no one  
 20 is there or during egress from a concert?  
 21 A. Yes.  
 22 Q. Then let's go finally to --  
 23 SIR JOHN SAUNDERS: And anyway, by definition, low risk,  
 24 medium risk, high risk, must be different, mustn't they?  
 25 A. Yes.

1 SIR JOHN SAUNDERS: But they get the same score, which is  
 2 quite impossible?  
 3 A. Yes.  
 4 MR GREANEY: The page that you were in fact referring to  
 5 at the paragraph I took you to, it's {INQ001359/18},  
 6 please. You very helpfully reference this in your  
 7 statement.  
 8 Let's read the top of that page:  
 9 "Medical incidents. Low, medium and high."  
 10 High risk for this risk assessment is attendance of  
 11 10,000 or above, which plainly will apply to the  
 12 Ariana Grande concert, would it not?  
 13 A. Yes.  
 14 Q. And also, teen and the over 50s would also be capable,  
 15 it would seem, of including the event within the  
 16 high-risk category?  
 17 A. Yes.  
 18 Q. I have understood that much correctly.  
 19 Let's go down the page, please. We can see that the  
 20 issue that's being considered is:  
 21 "First aid injuries: multiple and major injuries  
 22 caused by explosions."  
 23 Here, we have a very similar result, but whether the  
 24 event is low risk, medium risk, high risk or load  
 25 in/load out, the overall score is identical and is

1 different only for non-event mode?  
 2 A. Yes.  
 3 Q. Again, I hope that this won't seen an offensive way of  
 4 describing it, but that would seem to be nonsense?  
 5 A. Yes.  
 6 Q. Now that we've looked again at the document, do you  
 7 think that it isn't perhaps helpful for you in your  
 8 statement to rely on the fact that the risk of multiple  
 9 and major injuries caused by explosions had been  
 10 formally risk assessed?  
 11 A. Only to say that similar to last time, that it flagged  
 12 that we had an issue in that area and hence we went on  
 13 to offer up -- not a solution but a method of  
 14 controlling those -- those issues, as is demonstrated  
 15 with the emergency plan.  
 16 Q. I'm not going to go over all that again and you did give  
 17 clear evidence about that. But the point I'm inviting  
 18 you to accept is that you are right that that risk was  
 19 formally risk assessed but not in any way that seems to  
 20 have been particularly rational.  
 21 A. Yes.  
 22 SIR JOHN SAUNDERS: I'm really sorry, I've forgotten, but  
 23 who actually prepared this document?  
 24 A. This document was a combination that when I arrived  
 25 at the venue, it was in process of being built, and it

1 was my first role to pull it together and get it out for  
 2 consultation to all of the stakeholders, so I didn't  
 3 produce this risk assessment.  
 4 SIR JOHN SAUNDERS: You didn't produce it?  
 5 A. No.  
 6 SIR JOHN SAUNDERS: Did you have expert input into it?  
 7 A. I can't remember.  
 8 SIR JOHN SAUNDERS: Thank you.  
 9 MR GREANEY: I'm moving away from risk assessments, so  
 10 we can take that from the screen. I'm going to ask you  
 11 about medical facilities at the arena.  
 12 SIR JOHN SAUNDERS: Do you mind if I just interrupt for  
 13 a moment? I'm so sorry.  
 14 I'm obviously not an expert in risk assessment, but  
 15 I have expressed some doubts, perhaps by way of  
 16 questions, as to the multiplicand system, particularly  
 17 in the sort of terms which the risk assessment that you  
 18 did and others in this case did, namely that the  
 19 seriousness of it, it seems to be very low when you're  
 20 talking about explosions, to me. Are you doing them  
 21 now, risk assessments?  
 22 A. Yes.  
 23 SIR JOHN SAUNDERS: Is the method the same or different?  
 24 A. No. What we are doing at the moment is that we are  
 25 across the board, based on what we've heard in this

1 process so far, and what we think is going to happen,  
 2 is that we have looked at all of our risk assessments  
 3 across all the boards, from medical to counter-terrorist  
 4 to everything, and also taken into consideration things  
 5 like there's no point having a risk assessment by one  
 6 organisation if it differs to another organisation. So  
 7 what we are working on at the moment is a new method to  
 8 incorporate all of those, not only in my building but  
 9 across all of our venues, as a group-wide exercise.

10 SIR JOHN SAUNDERS: And you do have now expert input, don't  
 11 you?  
 12 A. We now have expert input, both in-house and in terms of  
 13 our medical provision. We are going to -- we have been  
 14 engaging with an ex...

15 MR GREANEY: Senior paramedic?  
 16 A. Yes, paramedic to assist us, who -- I put in my  
 17 statement as to what we're doing for the future.

18 SIR JOHN SAUNDERS: Okay. So just from my point of view, if  
 19 it were possible -- and I understand it may not be, so  
 20 please, no compulsion to do this -- but if someone were  
 21 able to put in, in relatively short time, a document  
 22 dealing with the methodology that you're adopting to do  
 23 risk assessments, that would help me. As I understand,  
 24 you don't need to do it, it's only if that were readily  
 25 available and could be done conveniently. But I'm

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1 not -- it won't be any reflection on SMG if they're not  
 2 able to do it.

3 A. Okay. Thank you.

4 SIR JOHN SAUNDERS: Thank you.

5 MR GREANEY: Sir, there is a senior representative of SMG  
 6 here within the courtroom today and Piers Taylor,  
 7 counsel for SMG, is following the proceedings remotely  
 8 and I am certain they will have heard.

9 SIR JOHN SAUNDERS: I'm only asking for it as a voluntary  
 10 matter. It will be no reflection if it's not possible  
 11 to do it.

12 MR GREANEY: Sir, you have made that very clear, thank you.  
 13 I was moving on to ask you about medical facilities  
 14 at the arena and the first question I suppose is: were  
 15 there medical facilities at the Manchester Arena?  
 16 A. Yes.  
 17 Q. What were they, please?  
 18 A. We had a first aid room, which I think you will have  
 19 seen.  
 20 Q. I don't think we need to know exactly where it was.  
 21 A. Okay.  
 22 Q. It is in your statement, in fact. No need to mention  
 23 it.  
 24 A. The only thing I would say for that is the location of  
 25 it is quite crucial in terms of being able to summon

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1 medical vehicles and also be able to be close to other  
 2 facilities that you need to be able to deliver that.

3 Q. So it is sensibly located within the building?  
 4 A. Yes.  
 5 Q. Maybe I'm being overly sensitive about it, but that's as  
 6 much as I need to know.  
 7 Was there any independent review of those facilities  
 8 between 2003 and 2017?  
 9 A. No. We relied on our medical experts to tell us that we  
 10 had everything that we needed.  
 11 Q. By medical experts, do you mean ETUK?  
 12 A. Yes.  
 13 Q. So far as you're aware, had they been, the facilities  
 14 themselves, updated at any stage between 2003 and 2017?  
 15 A. Yes. I can't remember the year, but we did have a refit  
 16 of the medical facilities to just improve the space.  
 17 I can't remember the year and I can't remember exactly  
 18 what we did, but it included things like refitting the  
 19 countertops, deep cleaning, changing the floor, those  
 20 sort of scenarios.  
 21 Q. So two things. First of all, it sounds like that was  
 22 before May 2017?  
 23 A. Yes, it was.  
 24 Q. Secondly, it sounds as if what was being done was  
 25 structural within the room as opposed to re-equipping

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1 the room with different medical equipment?  
 2 A. It was a mixture of both, because at that time, when we  
 3 did that refit, we also added in -- I think the guidance  
 4 at the time was to improve the drug storage cabinet. We  
 5 bought some new stretchers, ambulance-enabled  
 6 stretchers, the ones you can just push forward into the  
 7 back of an ambulance. Those sort of things. So we did  
 8 do some stuff. I can't remember the year unfortunately.  
 9 Q. I am sure if it's important it can be identified, but  
 10 it's before 2017.  
 11 Two points. First of all, as a matter of fairness  
 12 to SMG, it should no doubt be pointed out that there  
 13 will have been an expense involved in doing all of that  
 14 to the business?  
 15 A. Yes, there is.  
 16 Q. Secondly, can you now recall what was the trigger for  
 17 making those changes to the medical facilities?  
 18 A. I actually think it was a recommendation from Emergency  
 19 Training UK.  
 20 Q. I believe it's the position that you have attempted to  
 21 locate an inventory of the equipment in the medical room  
 22 at the time of the attack?  
 23 A. No, I don't believe so. I don't think we ever had,  
 24 unless Emergency Training could deliver it -- I don't  
 25 believe there was a list.

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1 Q. It may be that I have misunderstood something in your  
2 witness statement. We can check that in due course. In  
3 any event, there is no inventory of --  
4 A. No, but I think what I put in my statement is what  
5 I believe are the sort of things that we had available.  
6 Q. What I think we can be clear about, I hope I've got this  
7 right, is that after 22 May, whilst ETUK continued to  
8 operate, it did order a significant amount of medical  
9 equipment?  
10 A. Yes, it did.  
11 Q. You deal with this at paragraph 21 of your sixth witness  
12 statement at page 4. You say:  
13 "After the attack, ETUK ordered a significant amount  
14 of medical equipment. I understand that this more or  
15 less constituted an entire replacement of the existing  
16 equipment as well as some additional items, which to the  
17 best of my knowledge and understanding, were the  
18 50 evacuation sheets, 100 trauma dressings, two  
19 treatment couches, and four trauma response bags."  
20 A. Yes.  
21 Q. It sounds from that as if, after the attack, there was  
22 a significant change in the equipment that was available  
23 within the arena from the position previously.  
24 A. Certainly in terms of the trauma dressings, the bags and  
25 the evacuation sheets, yes. That was, I think -- we

1 said to ETUK, "You were there at the coalface when all  
2 of this took place. If the unfortunate thing was ever  
3 to happen again, what additional items do you think you  
4 would need?"  
5 Q. That sounds entirely responsible, if I may say so. But  
6 did that cause you to be concerned about whether there  
7 had been adequate medical equipment available at the  
8 time?  
9 A. Based on the extremeness of the events of the evening,  
10 I don't think we could have had enough equipment on site  
11 whatever we did.  
12 Q. Maybe that's right, but within a range of having  
13 completely what you need, having none of what you need,  
14 there are obviously different points, are there not?  
15 A. Yes.  
16 Q. When you were told by ETUK, "This is the kit that we  
17 think you ought to get", did it make you think not only  
18 that we could never have had enough on the night but  
19 also we could have done better in terms of the equipment  
20 that we had?  
21 A. No, I thought that what we had and what had been  
22 suggested to us was correct. We also worked on the  
23 assumption that equipment would be coming in the form  
24 of -- from the Fire Service and the Ambulance Service  
25 that would assist us with anything further that was

1 needed. But apart from items that were obviously  
2 missing, like, for example, additional bandages, I did  
3 think that we had a significant amount of stuff.  
4 Q. Stretchers. Were there adequate stretchers?  
5 A. Again, the reason we bought the additional carry  
6 stretchers is for something that came out when we were  
7 reassessing ourselves. Before even the Kerslake Report  
8 came out we felt that we didn't have enough stretchers  
9 on site at the time. But what we did have on site  
10 at the time we thought was suitable for the needs that  
11 we required them for.  
12 SIR JOHN SAUNDERS: Just before you go on, so there's no  
13 misunderstanding about the meaning of paragraph 21, it  
14 seems to me to be capable of two different meanings.  
15 The part which is in brackets, which relates to the  
16 50 evacuation sheets, 100 trauma dressings, two  
17 treatment couches and four trauma response bags, is that  
18 partly replacement or is that entirely additional  
19 equipment from what you had before?  
20 A. No it was partly replacement. We pretty much -- nothing  
21 was left at the end of the incident, so what we said to  
22 Emergency Training is, "Go and get everything that you  
23 need".  
24 SIR JOHN SAUNDERS: So you can't tell me whether  
25 50 evacuation sheets is exactly what you had beforehand?

1 A. No, I believe that some of those -- we would have had --  
2 we wouldn't have had -- we will have had some of those  
3 but I don't know what we had. It wasn't 50, for  
4 example.  
5 SIR JOHN SAUNDERS: Okay. Anyway, I do know that what's  
6 in the brackets is inclusive of replacements as well as  
7 new equipment?  
8 A. Yes.  
9 MR GREANEY: You say -- this is something we'll need more  
10 accurate information about, but you say, "We didn't have  
11 50 evacuation sheets"?  
12 A. Yes.  
13 Q. Would it be fair to say that if you had any, it was  
14 nothing like 50?  
15 A. Oh yes, it was not many at all. As I think I put in my  
16 statement, we had two trolleys, we had --  
17 Q. Can I just ask you to pause? It's not to be rude to you  
18 in any way. I'm coming on to ask you about stretchers  
19 and the like and I do want your help on that. I wanted  
20 to draw your attention to an email chain that  
21 Miriam Stone was engaged in together with Ian Parry.  
22 We'll put that on the screen and read it together and  
23 then go to paragraphs 22 to 27 of your witness  
24 statement. So you will get a chance to give that  
25 evidence.

1 {INQ032647/1}. It will be obvious to everyone that  
 2 there is no realistic prospect of starting Mr Billington  
 3 today. Mr Suter has made the arrangements. It's hoped  
 4 that he will come tomorrow morning, but what we must try  
 5 to do is to finish the evidence of Mr Allen. I say that  
 6 knowing that I must take a degree of responsibility for  
 7 the amount of time I have taken.  
 8 So can we start on -- I think it's the second page  
 9 of this document, where we see the start of the chain.  
 10 {INQ032647/2}. Let's go to the third page {INQ032647/3}  
 11 to make sure it doesn't start there. Sorry, Mr Lopez,  
 12 I'm right, back to the second page, please and we'll  
 13 work from bottom up.  
 14 This is from Ian Parry to Miriam Stone,  
 15 17 January 2017, so some months before the arena attack:  
 16 "Hi guys [says Mr Parry], I understand the stretcher  
 17 with the broken weld and dodgy wheel has now gone to the  
 18 stretcher graveyard after all attempts to resuscitate it  
 19 failed. In the short-term, I have a basic stretcher  
 20 here which has been returned from one of our Christmas  
 21 venues which I will bring in as a stopgap. The original  
 22 cheaper replacement emailed to Miriam is now out of  
 23 stock, but I have found an alternative which has an 80  
 24 to 90 [presumably that means day] delivery period."  
 25 We'll read through the whole chain and you can

1 explain it to us, or may be able to.  
 2 Up the page, Mr Lopez, please.  
 3 So it's now 18 January. Miriam Stone is replying:  
 4 "Hello. We have just been given permission to go  
 5 ahead with some cap-ex projects."  
 6 What is a cap-ex?  
 7 A. Capital expenditure.  
 8 Q. "And James ..."  
 9 That will be you presumably?  
 10 A. Yes.  
 11 Q. "... thinks he will have some extra money left over from  
 12 one. Although it might take a little while to get the  
 13 approval, please could help me by sourcing maybe three  
 14 options for stretchers. If we are quick, we may get the  
 15 money to get them sooner rather than later."  
 16 We can look at how this ends in a moment, but what  
 17 is happening here, Miriam Stone has been to you and  
 18 said, "Some money is needed for", what?  
 19 A. Yes. What we had is we had four -- when we were talking  
 20 earlier about the work that we did to repurpose the  
 21 medical provision space, we also purchased at that time  
 22 four top-of-the-range medical beds.  
 23 Q. These are high specification?  
 24 A. High specification.  
 25 Q. Trolley stretchers?

1 A. The ones that I believe people like North West Ambulance  
 2 Service use on a regular basis because they have the  
 3 ability to slide directly into the back of an ambulance.  
 4 Q. You had four of these?  
 5 A. We had four of these.  
 6 Q. Where were they kept?  
 7 A. They were kept generally outside the medical room at the  
 8 end of events, so during events they would be delivered  
 9 to areas around the arena, because we talk -- I think we  
 10 talked about triage points.  
 11 Q. Yes.  
 12 A. So they would be taken to places like stage right and  
 13 warehouse left and areas within the arena to set up,  
 14 sort of like triage points. I think, as I say in my  
 15 statement, during that process, unfortunately, a number  
 16 of them got damaged because people were not using them  
 17 correctly.  
 18 Q. People had been sitting on them?  
 19 A. Yes, and if you sit on them sideways you're not  
 20 spreading the weight correctly as should be done.  
 21 Q. So you'd had four?  
 22 A. We had four, yes.  
 23 Q. And two of them, I think, had been damaged by misuse?  
 24 A. Two of them had been damaged by, yes, not being used in  
 25 the correct way.

1 Q. Let's carry on up the chain and then you can give your  
 2 further explanation. Could we go to {INQ032647/1}.  
 3 Same date, Mr Parry to Miriam Stone:  
 4 "Please find attached information on three  
 5 stretchers which are suitable for the use they get  
 6 at the arena. You don't need all-singing-and-dancing  
 7 versions. One option is borderline, though I've  
 8 explained why on the attachment. If you need anything  
 9 else, please don't hesitate to ask."  
 10 And at the top of the page, please, Miriam Stone  
 11 still on 18 January to Ian Parry:  
 12 "Thank you for this. We have been chatting here and  
 13 wonder if we need to re-think altogether. Could you  
 14 make a meeting and come in and chat with me about the  
 15 options?"  
 16 This is all happening over the course of 17 and  
 17 18 January. You've had four of these high-spec trolley  
 18 stretchers. Two of them are no longer fit for purpose.  
 19 Miriam Stone has gone to you and you have told her that  
 20 some money might be available from a budget for  
 21 something else?  
 22 A. Yes.  
 23 Q. And then, options are sourced and Miriam Stone says, "We  
 24 need to have a re-think". What then happened?  
 25 A. I believe that we found that we weren't utilising the

1 trolley beds that we had correctly, hence why they were  
2 getting damaged, and I believe the option was to set up  
3 more sturdy structures in the areas that we would  
4 regularly use as triage points. So for example, stage  
5 right and stage left, instead of them having a rolling  
6 trolley bed, which I don't think we'd ever moved people  
7 from that location on a moving trolley bed, we moved to  
8 the examination tables that could be — people could lie  
9 on for rest or sit on if they were just having a cup of  
10 water, for example.

11 Q. The way in which you express it in your witness  
12 statement at paragraph 24 is:

13 "We therefore looked at a more suitable option to  
14 supplement the two existing ambulance trolley stretchers  
15 and as a consequence we purchased two examination  
16 tables."

17 That's what you have just been telling me about?

18 A. Yes.

19 Q. "They were more robust and suitable for our needs and  
20 people could sit on the edge of them without causing  
21 irreparable damage."

22 You add:

23 "While they were significantly cheaper than  
24 ambulance trolley stretchers, which can cost around  
25 £10,000 or more, the reason for replacing the stretchers

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1 with the examination tables was suitability for their  
2 intended use."

3 A. Yes.

4 Q. Can I make sure that I have understood that. You're  
5 acknowledging there that what ultimately SMG chose to  
6 acquire was cheaper than what was being replaced, but  
7 that was not the driving factor behind the decision?

8 A. No, it was their suitability for the job that we were  
9 asking them to do on a regular basis.

10 Q. Who was it that was making the decision about what was  
11 and was not suitable?

12 A. I think that was a discussion between Emergency  
13 Training, ie Ian, and Miriam.

14 Q. I'll add, so that the chairman has the complete picture,  
15 you go on to say at paragraph 25 of your statement:

16 "I recall that we also had at least two or three  
17 canvass pole stretchers which were in the first aid  
18 room. This type of canvas stretcher requires two people  
19 to lift and carry a casualty, unlike evacuation sheets  
20 which sometimes require four people. In addition,  
21 I recall that we had at least one orthopaedic spine  
22 board, three or four carry chairs for use in an  
23 emergency evacuation, as well as seven or eight  
24 wheelchairs for general use."

25 A. Yes.

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1 Q. You go on in your statement, as indeed you did in  
2 speaking to me earlier, to talk about the availability  
3 of resources from the Fire and Rescue Service and the  
4 Ambulance Service. I would like you to explain, please,  
5 what that has to do with what we have just been  
6 discussing.

7 A. A lot of the equipment that we're talking about here,  
8 apart from the ones where we have increased the numbers,  
9 were very much to do with the delivery of what we needed  
10 for the shows that we had, hence why a lot of the stuff  
11 that our medical team were dealing with were people that  
12 had heat exhaustion or just feeling excited about being  
13 at the show, those sorts of things. So we felt we had  
14 the right equipment for there, but also knowing that  
15 if we did need anything further, there was — the Fire  
16 Service and Ambulance Service carried a lot of equipment  
17 with them when they arrived at site for any particular  
18 reason.

19 Q. I'm not going to suggest for a second that the terrible  
20 events of that night could have been handled by ETUK  
21 alone, that obviously would be absurd, but do we need to  
22 bear in mind that one of the things that was behind the  
23 purpose of the tendering, behind the contract, was  
24 a desire also reflected in the Purple Guide not to  
25 become a burden upon the NHS emergency services?

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1 A. Yes, and we felt that we had enough equipment to be able  
2 to do that initial first aid delivery.

3 Q. And that, thereafter, the Ambulance Service and the Fire  
4 and Rescue Service would come in, in order to deploy the  
5 resources that they had?

6 A. We would hope so. I also, as I say in my statement, had  
7 witnessed the sort of equipment that the Fire Service  
8 possessed and they were based very close to the arena  
9 themselves.

10 Q. You did, as I indicated earlier, attend the arena that  
11 night, did you not?

12 A. Yes, I did.

13 Q. And you arrived there at round about 10.55?

14 A. Yes.

15 Q. So within 25 minutes of the explosion.

16 SIR JOHN SAUNDERS: I'm really sorry to interrupt you again.

17 Are you moving from stretchers now because I just want  
18 to ask one further question.

19 MR GREANEY: I was going on to —

20 SIR JOHN SAUNDERS: You were going to deal with it in the  
21 context, are you?

22 MR GREANEY: Yes.

23 SIR JOHN SAUNDERS: Okay, I'll come back to it.

24 MR GREANEY: But, sir, I don't want to stop you asking your  
25 questions.

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1 SIR JOHN SAUNDERS: It's all right, I'll do it after.  
 2 MR GREANEY: I don't want to know what you saw if you did go  
 3 in there, but did you go into the City Room?  
 4 A. No.  
 5 Q. You did go into other parts of the arena and the  
 6 environs of the arena?  
 7 A. Yes, I did. I spent the majority of my time in the  
 8 Whiskey Control, where the first aid room is itself and  
 9 where the events office is, down on that ground level.  
 10 The only time I left that area was when I was asked to  
 11 go and meet Fred Warburton and Mark Dexter on the  
 12 concourse, and at that point they suggested to me that  
 13 I shouldn't go any further towards the City Room.  
 14 Q. I am going to ask you about Mr Warburton and Mr Dexter,  
 15 GMP police officers, as everyone will know, in a few  
 16 moments.  
 17 So you're in the Whiskey Control Room. Does it  
 18 follow from that that you're able to see images of the  
 19 City Room on screens?  
 20 A. Yes.  
 21 Q. Bearing in mind your expectation, which I'm not going to  
 22 criticise for a moment, that there would come a time  
 23 when the Ambulance Service and the Fire and Rescue  
 24 Service would step in and step up, did it strike you, as  
 25 you looked at the images on the screen, that the Fire

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1 and Rescue Service were nowhere to be seen and that  
 2 there were just three paramedics in the City Room?  
 3 A. I couldn't tell from the video that I was watching. You  
 4 couldn't really tell. It wasn't — we'd lost a number  
 5 of cameras that had been blown out, so I think it was  
 6 one of the black and white ones and you couldn't tell  
 7 from uniforms or anything, who was in that space.  
 8 Q. Did anyone draw to your attention that that was the  
 9 state of affairs?  
 10 A. No, I wasn't aware of that until a long time afterwards.  
 11 Q. Bearing in mind your expectation of the emergency  
 12 services and the role that they would play, if you had  
 13 been aware of that that night, would it have been of  
 14 concern to you?  
 15 A. I would have expected people, more people to be there,  
 16 and more — and quicker, yes.  
 17 Q. Finally, before I move to 22 May and ask you — not  
 18 finally, but I'm very near the end of my general  
 19 questions before I ask a couple about 22 May. I want to  
 20 ask you about the Purple Guide that was in force in  
 21 May 2017. It may well be that others will ask you more  
 22 questions about this, but I just have a small number.  
 23 Could we go, please, to the Purple Guide that was in  
 24 force at the date of the attack. Mr Lopez, this is  
 25 {INQ041126/1}.

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1 SIR JOHN SAUNDERS: Just whilst that's being prepared, just  
 2 remind us what it is and who prepares it.  
 3 MR GREANEY: Could you explain to us what the Purple Guide  
 4 is?  
 5 A. Yes. The Purple Guide is a document that was originally  
 6 produced by the HSE and then, in around, I think, about  
 7 2015, maybe before, 2014, it got handed over to  
 8 a private organisation to produce guidelines to the  
 9 events industry. It's a good document. The only  
 10 problem is, in terms of arena use, it is quite limiting  
 11 because it deals very much with festivals and one-off  
 12 events, so it's very good for us as an opening guide,  
 13 but it's not a bible, for example.  
 14 Q. So this is, do you agree, guidance to which a location  
 15 like the arena would be expected to have regard?  
 16 A. Yes. We would take regard for it, and if you read —  
 17 Q. You did have regard to it?  
 18 A. Yes, and we did have regard for it.  
 19 Q. There were various iterations of this. I'm just going  
 20 to ask you about the one that I believe was in force  
 21 at the relevant time.  
 22 So key points:  
 23 "Ensuring that there is an appropriate level of  
 24 medical, first aid and ambulance provision at an event  
 25 that will minimise the impact on local NHS services."

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1 A. Yes.  
 2 Q. "Undertake a medical, ambulance and first aid resource  
 3 assessment. A medical staffing plan should be made  
 4 prior to the event to ensure that staff are deployed  
 5 appropriately. Medical provision should be provided for  
 6 the full duration of the event, including build-up and  
 7 breakdown."  
 8 Let's just hold that thought for the moment about  
 9 ensuring there's appropriate level of medical, first aid  
 10 and ambulance provision at an event. And let's go,  
 11 please, to page 5, Mr Lopez. The bottom half of that  
 12 page, paragraph 5.16 {INQ041126/5}:  
 13 "Except for small low-risk events, organisers should  
 14 not rely on NHS ambulances to convey patients from site  
 15 to hospital. Plans should cater for conveyance of all  
 16 casualties from the scene to the hospital as part of the  
 17 medical provider's service."  
 18 So those parts of the Purple Guide seem to  
 19 anticipate that there will actually be ambulance  
 20 provision by the medical provider. Was that achieved by  
 21 SMG and ETUK?  
 22 A. No, because, as I said earlier, this guide is very much  
 23 based on festivals and one-off events rather than fixed  
 24 structures and fixed venues. For example, to deal with  
 25 our impact on the local NHS, for example in 2016, we

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1 only — despite having just over 900,000 visitors, we  
 2 only utilised nine ambulances to the site.  
 3 SIR JOHN SAUNDERS: What you have told me about the  
 4 Purple Guide and what it's primarily intended for, do  
 5 I find that anywhere in the Purple Guide?  
 6 A. In terms of what it's for?  
 7 SIR JOHN SAUNDERS: Yes.  
 8 A. There is the opening statement in the Purple Guide that  
 9 says that it is for event purposes and they can't  
 10 dictate how things are done for every possibility, but  
 11 this is a guide to do it. But when you read the  
 12 documentation, you see that it is very much focused on  
 13 festivals and one-off events, and in terms of how  
 14 I would utilise it, it is great if you're setting up  
 15 a brand new venue in terms of what should you put in  
 16 your medical room, et cetera, et cetera, and it quotes  
 17 things like two medical beds, enough room for the  
 18 ambulances to arrive at your site because it's on the  
 19 ground floor. But it then also talks about hot and cold  
 20 water.  
 21 Of course, getting hot water to some sites is not  
 22 possible, so you do the best you possibly can.  
 23 SIR JOHN SAUNDERS: Mr Greaney, you'll instantly know.  
 24 We've had references to the Purple Guide before. I have  
 25 a feeling that it may be somewhere in the licensing

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1 conditions, but that's entirely off the top of my head  
 2 from recollection a long time ago.  
 3 MR GREANEY: Sir, I don't immediately know the answer to  
 4 that.  
 5 SIR JOHN SAUNDERS: Mr Suter will know immediately. I may  
 6 be entirely wrong. It just helps —  
 7 MR GREANEY: You are not wrong, sir; I do have a very vague  
 8 recollection of that as well.  
 9 I'm just going to press you slightly, Mr Allen, on  
 10 this. 5.16, the "except for small low-risk events".  
 11 Well, there weren't really any small events at your  
 12 venue, were there?  
 13 A. No.  
 14 Q. And perhaps, depending on the approach one takes to  
 15 risk, some might be described as low risk, but there  
 16 weren't any small ones. And this provides:  
 17 "Except for [events that we can disregard],  
 18 organisers should not rely on NHS ambulances to convey  
 19 patients from site to hospital. Plans should cater for  
 20 conveyance of all casualties from the scene to the  
 21 hospital as part of the medical provider's service."  
 22 What I haven't understood at the moment is this:  
 23 what you seem to be saying is that where it's  
 24 a festival, so it's occurring on one day or over the  
 25 course of a weekend, well, this will bite, but because

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1 we were doing over 100 such events on different days  
 2 during the year, it wasn't of relevance to us and, as  
 3 I have said, at the moment that doesn't make sense to  
 4 me. Would you explain, please?  
 5 A. There's two elements. One, our location, the fact that  
 6 we are in a city centre and tied in — the best way to  
 7 have this information is for the Ambulance Service to  
 8 know that they are coming to the venue so they can give  
 9 information, decide which hospital the patient should be  
 10 delivered to and speak to our medical team on site.  
 11 Also, during multi-planning agency meetings we would  
 12 have discussed whether an ambulance on site was required  
 13 for our event, and over the 15/20 years it was not  
 14 a recommendation that I am aware of.  
 15 Q. If you had decided to have an ambulance or ambulances  
 16 effectively on standby, would you have expected there to  
 17 have been a cost involved in that?  
 18 A. Yes.  
 19 Q. Against that background, I'm going to draw your  
 20 attention to a document that was on your evidence  
 21 proposal and I think therefore you'll have seen it.  
 22 It's a document that records a discussion that Mr Parry  
 23 had as part of the Kerslake process. The INQ reference  
 24 is {INQ000270/1}.  
 25 The top paragraph. I'm going to draw your attention

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1 to the first Q that we see, the first question:  
 2 "Your company has contracts for events? Arena is  
 3 biggest contract, lost loads of business over summer."  
 4 Then what's recorded is this:  
 5 "They are not paramedics. Arena won't pay for that  
 6 level of cover. Use Purple Guide re H&S [presumably  
 7 health and safety] for events. If we used an ambulance  
 8 then it would have dropped staff numbers (because of  
 9 cost). Use crowd profile info in advance. On night was  
 10 2 plus 12."  
 11 I think you'll immediately see the passage I would  
 12 like your help with, bearing in mind this is a record of  
 13 what Mr Parry is reported as having said.  
 14 He seems to be suggesting that cost considerations  
 15 were the reason behind there being no ambulance and  
 16 that, if there had been an ambulance, it would have had,  
 17 as its consequence, fewer members of staff because of  
 18 costs. If that is what he was saying? Is that a fair  
 19 observation for him to have made?  
 20 SIR JOHN SAUNDERS: Have you had the chance to see that?  
 21 A. Yes. I don't think cost was a factor. Again, we were  
 22 working on the assumption that we had the correct level  
 23 of medical support. Ian had been very much involved in  
 24 supplying that to us and we'd been working with him for  
 25 however many years it was, 15 years, and the only time

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1 that we would have additional paramedics were for  
 2 high-risk shows that we felt needed it or sporting  
 3 events where additional ambulances were required, mainly  
 4 for the people taking part in the actual event, so for  
 5 example boxers or UFC fighters or something like that.  
 6 MR GREANEY: I'm sure you'll understand why I wanted to ask  
 7 you about ambulances, bearing in mind the Purple Guide  
 8 and the Kerslake document. Given your answer, I'll  
 9 certainly leave it there; others may have questions for  
 10 you.

11 Finally, before we get to 22 May, I did say that  
 12 we'd deal with changes that SMG has implemented in this  
 13 regard since the night of the attack.

14 SIR JOHN SAUNDERS: Before you do that, I'm just going to  
 15 ask my question, if that's all right.

16 When we were talking about stretchers, you were  
 17 talking about what you would do with them and things  
 18 like that. In order to work out what stretchers you  
 19 need, what sort of stretchers you need and how many you  
 20 need, you need to work out what you actually want them  
 21 for, don't you?

22 A. Correct.

23 SIR JOHN SAUNDERS: So did you do that?

24 A. I didn't, but that's what Emergency Training did with my  
 25 events team in terms of: what have we needed them for in

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1 the past? Looking at our data in the last 5, 10 years,  
 2 what have been our medical things? In reality, they've  
 3 been very low. And also things like heat-related,  
 4 people overexcited, maybe tripping up a step in the  
 5 dark, bumping into each other at a rowdy pop concert.  
 6 All of those are reasonably minor, but at the same time  
 7 I have seen Emergency Training take somebody suffering  
 8 from a heart attack out of the arena on a spinal board,  
 9 I've seen them give resuscitation to people on the  
 10 stage, from a performer who's collapsed.

11 So they used all of that knowledge and we kept --  
 12 and it's in our documentation -- lots of data on the  
 13 medical provision we needed to support.

14 SIR JOHN SAUNDERS: It's talking about having your own  
 15 ambulances and you're relying on the NHS and you're  
 16 actually a reasonable distance away from the road. So  
 17 would you be reckoning on your medical staff conveying  
 18 people from the arena itself out to the road to be  
 19 picked up by ambulances?

20 A. No. As I said before, we can bring -- our medical room  
 21 is on the ground floor in the backstage --

22 SIR JOHN SAUNDERS: You can bring the ambulance right up to  
 23 there?

24 A. We can bring the ambulance right up there. Hence the  
 25 control room's next door to it. What happens generally,

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1 or what happened a lot, is if we did require a medical  
 2 person, Ian Parry, as head of the thing, would talk to  
 3 the North West Ambulance Service control room, they'd  
 4 discuss what would happen. Ian would say, "I'm  
 5 proficient to hang on to these guys for a considerable  
 6 amount of time, so you don't need to send your emergency  
 7 paramedic, we can look after this person".

8 SIR JOHN SAUNDERS: So you were providing stretchers really  
 9 for getting round the internal part of the arena itself?

10 A. Exactly.

11 SIR JOHN SAUNDERS: And helping, no doubt, to put on to an  
 12 ambulance?

13 A. Yes.

14 SIR JOHN SAUNDERS: That's what you were catering for?

15 A. Exactly, but normally what would happen, if they were  
 16 going to going on to an ambulance, they would have come  
 17 into our medical room first and would have been on those  
 18 fixed medical beds. The Ambulance Service would bring  
 19 their own trolley into the arena and transfer them. The  
 20 only time where we would lose equipment -- because the  
 21 problem is as soon as it goes into the back of an  
 22 ambulance, you lose that equipment, would be with spinal  
 23 boards, where you wouldn't remove the person off the  
 24 spinal board. We would then, potentially either one of  
 25 our team or one of Emergency Training's team, would have

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1 to make their way to the hospital to see if we could  
 2 somehow get it back.

3 SIR JOHN SAUNDERS: Thank you.

4 MR GREANEY: Thank you very much, sir.

5 So changes since, and I'm in your sixth statement at  
 6 -- it's generally dealt with at paragraphs 35 to 41 and  
 7 we can summarise the position.

8 Since the attack, has SMG engaged a new medical  
 9 services provider for all UK venues including the arena?

10 A. Yes. We have recently signed a new contract with  
 11 a supplier to cover all of our venues.

12 Q. Was the tender which resulted in the offer of the  
 13 contract drafted with the assistance of a retired senior  
 14 paramedic with considerable experience of events?

15 A. Yes.

16 Q. Does the new medical services agreement require  
 17 first aiders to be what is called FREC level 3 trained  
 18 before they can work at any SMG venue in the UK?

19 A. Yes, that's what we are now insisting on.

20 Q. And do you plan to engage the same retired senior  
 21 paramedic to conduct independent annual audits of the  
 22 provision of medical services?

23 A. Yes, we are going to.

24 Q. Is a new medical risk assessment in the process of being  
 25 finalised?

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1 A. This was the one that I was talking to you about  
 2 earlier , yes.  
 3 Q. And are both the Purple Guide and the Green Guide being  
 4 considered in the preparation of those documents?  
 5 A. Yes.  
 6 Q. So an expert has been consulted and is to be utilised in  
 7 different ways to assist with the tender and to carry  
 8 out an audit. There is a requirement now —  
 9 MR ATKINSON: Sorry. I wonder if we could take that off the  
 10 screen.  
 11 MR GREANEY: Yes, quite so. Thank you very much,  
 12 Mr Atkinson.  
 13 (Pause)  
 14 MR GREANEY: Can that go from the screen, Mr Lopez, please?  
 15 Thank you.  
 16 So the use of someone that can be described as an  
 17 expert. Secondly, that there is a requirement now that  
 18 people only work in that capacity if they are  
 19 appropriately qualified?  
 20 A. Yes.  
 21 Q. A new risk assessment is being finalised?  
 22 A. Yes.  
 23 Q. Taking into account all relevant matters?  
 24 A. Yes.  
 25 Q. I genuinely don't wish to approach this with the benefit

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1 of hindsight, but is there a reason why those things  
 2 were not done before the arena attack?  
 3 A. We've looked at everything that's happened and, as  
 4 I said when I was here visiting last time, we have  
 5 looked at everything that we possibly could do better  
 6 than we did then. That's why we've put these processes  
 7 in place.  
 8 Q. I'm next and finally going to turn to ask you just  
 9 a small number of questions about the night itself.  
 10 First, the fire alarm. Hudgells, a firm who  
 11 represent the families, have posed certain questions  
 12 about the operation of the fire alarm. They are  
 13 sensible and entirely understandable questions but the  
 14 answers give rise to some issues that I am told are or  
 15 may be operationally sensitive, so I'm going to take the  
 16 issue to the limit with Mr Allen. Perhaps Mr Weatherby  
 17 and his team can reflect, once they've heard what he has  
 18 to say, on whether what is said is enough. If it isn't,  
 19 I'm certain we'll be able to find a way of dealing with  
 20 it.  
 21 Mr Allen, I believe that you're able to confirm the  
 22 following, and indeed you have seen the relevant log  
 23 that gives these timings. The fire alarm within the  
 24 arena was triggered by the detonation; is that correct?  
 25 A. Yes.

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1 Q. The log shows that the first activation in the City Room  
 2 occurred at 22.26.59, so it seems that it was 4 minutes  
 3 or so behind time?  
 4 A. Yes, it was an incorrect timestamp.  
 5 Q. The alarm within the railway station appears to have  
 6 been activated manually at a time and that is recorded  
 7 as 22.33.12?  
 8 A. Yes.  
 9 Q. The police asked for the City Room alarm to be silenced  
 10 and that was done, but initially it instantly  
 11 reactivated because the station alarm was still active  
 12 and the two systems are connected?  
 13 A. Yes, correct.  
 14 Q. The SMG fire safety officer, Paul Johnson, then  
 15 contacted the station duty manager and asked him to  
 16 switch off the station alarm?  
 17 A. Yes.  
 18 Q. That was done at a time recorded as 23.06.56?  
 19 A. Yes.  
 20 Q. At 23.08.21, a time which we need to adjust for reasons  
 21 you've identified, at that time the City Room alarm is  
 22 shown as reset?  
 23 A. Yes.  
 24 Q. And neither alarm, after that point, re-triggered?  
 25 A. Correct.

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1 Q. So on those timings, a short time after 11 pm, the alarm  
 2 was no longer sounding?  
 3 A. Correct.  
 4 Q. There is some uncertainty about those times, limited  
 5 uncertainty. I don't know whether that will answer the  
 6 questions posed; I'm sure Mr Weatherby will be in touch  
 7 with me in due course.  
 8 (Pause)  
 9 I'm just reading a note, rather a long one, that was  
 10 passed.  
 11 I'm going to read this out:  
 12 "The Purple Guide is not directly referenced in the  
 13 premises licence. However, Fraser Swift gave evidence  
 14 [Mr Suter tells me] on 6 October, page 78 of the  
 15 transcript: 'Licensees must have reference to the  
 16 Purple Guide.'  
 17 Sir, you then asked:  
 18 "Is it made a condition of the licences for the  
 19 relevant premises that they have regard or does it  
 20 simply exist as a policy?"  
 21 And the answer that you were given is:  
 22 "It just exists as a policy, a reference signpost."  
 23 SIR JOHN SAUNDERS: Thank you.  
 24 MR GREANEY: Those are the questions I wanted to ask you  
 25 about the alarm.

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1 Very finally from me at this stage, I want to ask  
 2 a very straightforward question, I think, which  
 3 is: during that time that you were at the arena that  
 4 night, was there any formal liaison that you're aware of  
 5 between SMG on the one hand and the emergency services  
 6 on the other?  
 7 A. Formal, no. Non-formal through contacts, yes.  
 8 Q. This, I think, takes us back to Mr Warburton and  
 9 Mr Dexter. Could you tell us what the informal contact  
 10 was between the emergency services and which of them and  
 11 SMG?  
 12 A. Yes. So when I arrived at the arena and took over from  
 13 my team, I asked whether we'd had any contact with the  
 14 emergency services.  
 15 Q. Would you have expected them to have had contact with  
 16 the emergency services?  
 17 A. Yes.  
 18 Q. Why?  
 19 A. Because of the — certainly from the multi-agency  
 20 meetings that we'd done and also the Project Sherman  
 21 events that we'd attended and we spoke about on my last  
 22 visit here, it was very clear that we'd made it clear to  
 23 them that the arena was there and available for guidance  
 24 and assistance and any information that we could do to  
 25 help with any incident.

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1 Q. You posed the question, "Has there been contact?", once  
 2 you arrived at 10.55. What answer were you given and by  
 3 whom?  
 4 A. I can't remember who gave me the answer, but they said,  
 5 "No, we've been told to come down to this area [ie the  
 6 Whiskey Control area] and told not to leave".  
 7 Q. What did you then do?  
 8 A. So at that point, I tried to make contact with people  
 9 within the arena, but there was no one that we could  
 10 come across. Fortunately, at the same time, my wife  
 11 told me that a family friend happened to be involved  
 12 with the incident.  
 13 Q. Was that Mr Warburton?  
 14 A. Mr Warburton, who is GMP firearms, I believe.  
 15 Q. Yes.  
 16 A. He had been posted to the arena, so at that point  
 17 I texted Mr Warburton and said, "Who's in charge?  
 18 I need to speak to them". And the text came back that  
 19 a Mr Mark Dexter, also I believe from GMP, was in  
 20 charge, and I think subsequently I had a phone message  
 21 that Mr Dexter would like to meet up with me.  
 22 Q. What we know is Mr Dexter was the ground-assigned  
 23 tactical firearms commander, GATFC. Did you meet with  
 24 Mr Dexter?  
 25 A. Yes, I went and met with Mr Dexter and Mr Warburton on

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1 the concourse of the arena at about — the 105/104 area,  
 2 so about 30 to 40 metres from the doors into the  
 3 City Room area.  
 4 Q. About how long after you'd arrived at the arena was this  
 5 taking place?  
 6 A. This was probably about 11.30, something like that.  
 7 Q. What discussion passed between the three of you once you  
 8 met up?  
 9 A. Mainly that by this time, Mr Dexter wanted to know where  
 10 our video control room was so that he could get people  
 11 to come and look at CCTV footage.  
 12 Q. Did you support him in that?  
 13 A. Yes. I told him where it was. Mr Warburton came with  
 14 me back downstairs to the area because he said he was  
 15 going to tell some of his colleagues to then meet, his  
 16 firearms colleagues, to meet him at the backstage area,  
 17 so the artist entrance, where our control room was. And  
 18 he also stationed a firearms officer at the control room  
 19 area.  
 20 MR GREANEY: Mr Allen, thank you very much indeed.  
 21 SIR JOHN SAUNDERS: Sorry, just pursuing that for a moment.  
 22 A distinction has been made between formal and informal  
 23 contact and I'm not quite sure what that means, but had  
 24 someone who was in authority after the explosion  
 25 contacted you? Is there anything you could think of

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1 that you could have provided to help them with?  
 2 A. Well, one, we would have been able to — I believe they  
 3 were doing a sweep of the stadium to make sure that it  
 4 was clear of secondary issues or things like that. So  
 5 we could have potentially offered support in that way.  
 6 We also could have offered the rendezvous point at our  
 7 back gate to allow medical and also tactical things to  
 8 come into the complex at that back-end, and anything  
 9 else that anybody wished.  
 10 SIR JOHN SAUNDERS: Did nobody actually use that back  
 11 entrance?  
 12 A. No.  
 13 SIR JOHN SAUNDERS: So that's an entrance that you have  
 14 there for emergency services to come to?  
 15 A. And it is — where we have on the, I believe, Ambulance  
 16 Service's control room log is the place that we ask all  
 17 ambulances to come to because one of the issues we do  
 18 have on some shows is members of the general public call  
 19 ambulances directly and they don't know where to go to.  
 20 SIR JOHN SAUNDERS: How many ambulances could be  
 21 accommodated in that area?  
 22 A. At that time, we still had some trucks left in there  
 23 from — left over from the concert because they'd just  
 24 all disappeared, correctly left the premises. At that  
 25 time we could probably have got 10 or 12 ambulances

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1 in that back area.  
 2 SIR JOHN SAUNDERS: Or presumably other forms of  
 3 emergency —  
 4 A. Or any other things.  
 5 SIR JOHN SAUNDERS: Right. It's fair to say that people had  
 6 been evacuated, casualties from the City Room, so the  
 7 natural way is to go out of the railway station, I'm  
 8 sure, but it could have been used by some emergency  
 9 vehicles to have got more rapidly into the arena?  
 10 A. Yes.  
 11 SIR JOHN SAUNDERS: Thank you.  
 12 MR GREANEY: Sir, thank you very much.  
 13 Mr Allen, those are my questions at this stage.  
 14 Thank you for answering them. It's probably a sensible  
 15 idea to have a short break at this stage before we  
 16 invite Mr Atkinson to ask his questions.  
 17 SIR JOHN SAUNDERS: Is 10 minutes enough?  
 18 MR ATKINSON: Yes, sir.  
 19 SIR JOHN SAUNDERS: Is that all right for you or would you  
 20 like longer?  
 21 A. No, that's fine.  
 22 SIR JOHN SAUNDERS: Thank you.  
 23 (2.27 pm)  
 24 (A short break)  
 25 (2.37 pm)

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1 MR GREANEY: Sir, Mr Atkinson and Mr Cooper have divided up  
 2 the families' questioning between them themselves.  
 3 Mr Atkinson will go first.  
 4 Questions from MR ATKINSON  
 5 MR ATKINSON: Sir, so it's clear, certain topics Mr Cooper  
 6 will deal with, so if I haven't dealt with them it's not  
 7 because they are not going to be dealt with.  
 8 Mr Allen, I'm going to ask you very briefly about  
 9 the tendering process — Mr Cooper has rather more to  
 10 ask you about that — but would it be fair to say that  
 11 a concern that led to the re-tendering process in  
 12 2006/2007 was as to the qualifications of ETUK's staff  
 13 and SMG's knowledge of what those qualifications were?  
 14 A. No. It was all to do with financial and non-payment of  
 15 the staff that they had.  
 16 Q. Just to follow that, if we may, Mr Lopez, if we could  
 17 have {INQ040489/1}, please.  
 18 This is a document created by you —  
 19 A. Yes.  
 20 Q. — in 2006, so this is pre-re-tendering?  
 21 A. Yes.  
 22 Q. Because we can see that re-tendering is one of the  
 23 options that you consider, number 3.  
 24 A. Yes.  
 25 Q. Option 1, which you identified as not really taking

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1 things forward or preventing the same thing from  
 2 happening in the future, was:  
 3 "Write to Emergency Training UK and request details  
 4 of all employees on their books, their qualifications,  
 5 how long they have worked for them and how many events  
 6 they have undertaken."  
 7 Putting that another way would be to ask ETUK for  
 8 the qualifications and experience of their staff?  
 9 A. Yes.  
 10 Q. So nothing to do with how much they were being paid and  
 11 whether they were being paid on time, all about whether  
 12 they were sufficiently qualified to do the job?  
 13 A. Yes, and we would have picked that up as part of the  
 14 contract, yes.  
 15 Q. Option 2 was to:  
 16 "Meet with them to discuss rewriting the contract,  
 17 tightening up on contract details and service level  
 18 agreements."  
 19 And option 3 was re-tendering.  
 20 But if option 1 were something that wouldn't take  
 21 things forward and would only be a short-term fix, does  
 22 that not suggest that there was a problem that needed  
 23 fixing?  
 24 A. No, not really, not as far as I am aware. I was always  
 25 of the opinion that we needed to re-tender.

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1 Q. Thank you, Mr Lopez.  
 2 If we look at —  
 3 SIR JOHN SAUNDERS: Just before you go, I'm still not — you  
 4 said that the qualifications didn't have anything to do  
 5 with the re-tendering process. I just wondered what  
 6 is that for at all, option 1, if it's got nothing to do  
 7 with what you were going to do, or  
 8 am I misunderstanding?  
 9 A. I can't remember exactly why it was. It may have just  
 10 been an opportunity to tighten up everything that  
 11 we were doing at that time. My main query at that point  
 12 was really to do with the fact that the financial issues  
 13 and also the insurance issues in terms of not going into  
 14 the City Room — to deal with external clients, and it  
 15 may have been, I can't remember whether I was chucking  
 16 other reasons in to bolster that reason up.  
 17 SIR JOHN SAUNDERS: Thank you.  
 18 MR ATKINSON: It's just that neither of those reasons that  
 19 you've just mentioned actually features in option 1 at  
 20 all.  
 21 A. No.  
 22 Q. Nothing about insurance, nothing about payments, all  
 23 about qualifications.  
 24 A. Yes.  
 25 Q. Just speaking to ETUK about that was not going to be

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1 a long-term fix to that problem, as you identify there?  
 2 A. Yes.  
 3 Q. Because the qualifications of ETUK staff was a problem?  
 4 A. Not that I'm aware of, no.  
 5 Q. That's what option 1 means, isn't it?  
 6 A. Yes, but I can't recall that that was an issue.  
 7 Q. If we can go to {INQ040493/1}.  
 8 SIR JOHN SAUNDERS: I'm really sorry. So option 1 doesn't  
 9 really take us forward or prevent the same thing taking  
 10 place in the future. What is the same thing which could  
 11 take place in the future which option 1 might give  
 12 a short-term fix to?  
 13 A. I think it's in relation to going into the City Room and  
 14 dealing with our customers that were not within the  
 15 realms of the actual arena itself.  
 16 SIR JOHN SAUNDERS: Okay. Sorry, do go on to the next one.  
 17 MR ATKINSON: {INQ040493/1}, Mr Lopez, if you would.  
 18 This is the draft written by your assistant to be  
 19 sent as part of an email to Mr Parry from you.  
 20 A. Yes, it was, yes.  
 21 Q. "Where I believe that the arena is vulnerable and hence  
 22 part of the reason for the changes in the contract... is  
 23 concern we have records that in 2 or 3 years' time  
 24 we can pinpoint members of staff that were on duty and  
 25 the minimum qualifications that person had at that

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1 time."  
 2 And you explained to the chair a little earlier that  
 3 that was all about insurance claims.  
 4 A. Yes.  
 5 Q. But it is also all about qualifications, isn't it?  
 6 A. To help deliver insurance claims, yes.  
 7 Q. To understand what and to have a record of what the  
 8 qualifications of particular members of staff were?  
 9 A. Yes.  
 10 Q. That is what this email is talking about?  
 11 A. Yes.  
 12 Q. Because we can see again, last paragraph:  
 13 "I appreciate that many of your staff have  
 14 qualifications above and beyond the minimum requirement,  
 15 however I need to be confident that everyone on every  
 16 show has reached this minimum level and that someone as  
 17 part of your event team has the ability to deal with  
 18 a major incident, ie is MIMMS qualified."  
 19 A. Yes.  
 20 Q. The MIMMS qualification was the qualification that  
 21 equipped someone to take a leadership role, medically  
 22 speaking, in an emergency?  
 23 A. Yes.  
 24 Q. This is an email sent soon after the tendering process?  
 25 A. I think it was after the contract process.

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1 Q. Looking at them as bookends, you have your options  
 2 beforehand, and this post-contract, both talking about  
 3 the need to understand and have records of the  
 4 qualifications of ETUK staff?  
 5 A. Yes.  
 6 Q. Was that not something that had been identified as  
 7 a problem?  
 8 A. Not at the time, no.  
 9 Q. Final document on this --  
 10 SIR JOHN SAUNDERS: Sorry to interrupt. Was it a condition  
 11 of your insurance that everyone you had on the medical  
 12 staff had that minimum qualification? Is that the  
 13 explanation for it?  
 14 A. No, not really. It was more to do with -- I think I had  
 15 experienced a request for information from, I don't know  
 16 whether it was an insurance company or somebody else,  
 17 and one of the things they wanted to know was  
 18 everybody's qualifications, so I wanted to make sure  
 19 that we could get those qualifications if needed, if  
 20 required.  
 21 SIR JOHN SAUNDERS: Was that in relation to a claim someone  
 22 was making?  
 23 A. I think so, yes, possibly.  
 24 SIR JOHN SAUNDERS: Okay. Thank you.  
 25 MR ATKINSON: Because there are two potential issues, aren't

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1 there, in relation to qualifications? On the one hand  
 2 there is the ability to certify when you need to, for  
 3 a claim, for example, what the qualifications of  
 4 a particular person were, but there's, secondly, the  
 5 obligation upon the arena to ensure that the people  
 6 it is putting out there on its behalf to provide medical  
 7 cover are qualified to deliver that service?  
 8 A. Yes, and our contract with ETUK stipulated that they  
 9 needed to reach those requirements.  
 10 Q. We'll come back to what the tender said about that in  
 11 just a moment. Before we go there, {INQ025121/1},  
 12 please, Mr Lopez.  
 13 If we can go to {INQ025121/4}, please.  
 14 You've already been taken through this document.  
 15 I just want to highlight two of the bullet points on the  
 16 negative side. At the time of the tendering process, so  
 17 we've looked at beforehand, we've looked at after.  
 18 At the time, the third point down:  
 19 "Ian Parry was the only one qualified to deal with  
 20 an emergency situation."  
 21 He was the only MIMMS-qualified person employed by  
 22 ETUK, wasn't he?  
 23 A. Yes, correct.  
 24 Q. Which meant that he had to be there or you would have  
 25 had no one with that qualification at an event?

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1 A. Yes.  
 2 Q. "A lot of EMT technically proficient staff have left to  
 3 set up their own companies, leaving Ian as the lone,  
 4 highly experienced medical figure."  
 5 So if one is looking at before, during and after the  
 6 tendering process, was there not a problem, so far as  
 7 SMG were concerned, with the qualifications of ETUK  
 8 staff?  
 9 A. No, I don't believe so. The only reason was that people  
 10 were leaving, and hence why we needed to ensure that the  
 11 people that he was bringing in subsequently had the  
 12 correct qualifications .  
 13 Q. And to do that involved, I suggest, firstly identifying  
 14 what qualifications they needed to have and, secondly,  
 15 ensuring that they had them?  
 16 A. Yes.  
 17 Q. So if one looked at the tender, which is {INQ001405/1},  
 18 please, and if we focus at the bottom of the page,  
 19 please:  
 20 "Scope of service. For each level of responsibility  
 21 there must be a person specification provided. For each  
 22 level of responsibility there must be a job  
 23 description."  
 24 Were those to be provided by ETUK or SMG?  
 25 A. No, by the experts, ETUK.

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1 Q. You say, "By the experts, ETUK": was that because it was  
 2 your anticipation that they would have a better idea of  
 3 what qualifications and elements of a role were going to  
 4 be needed than you would have?  
 5 A. Absolutely, yes.  
 6 Q. Just pausing on that point, clearly one well understands  
 7 that a venue like the arena will have to tender for any  
 8 number of contracts for any number of things, for those  
 9 who are going to do their rigging, those you'll remember  
 10 from before Christmas who do their security, and those  
 11 who provide their medical cover. And someone in your  
 12 position is not going to know everything that they would  
 13 need to know off the top of their head to identify what  
 14 the person best placed for any of jobs is; would you  
 15 agree?  
 16 A. Agreed, yes.  
 17 Q. Which is why you get expert help in to help you --  
 18 A. Yes.  
 19 Q. -- in drafting the tender in the first place?  
 20 A. Um... I can't remember how we were helped to draft the  
 21 tender, but I think it was based on the -- a lot to do  
 22 with the Purple Guide and some of the guidelines from  
 23 there. It was probably also talking to our liaison at  
 24 the City Council and I think those were the people that  
 25 we spoke to most about it.

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1 Q. Because what you've told us you've done most recently  
 2 in relation to your most recent tender is get a medical  
 3 expert in to help you do it.  
 4 A. Yes.  
 5 Q. And that, looking back on it, is the thing that you  
 6 should have done for this one as well, shouldn't you?  
 7 A. Yes, and I don't know where we got that information  
 8 from, because that is not something that I have within  
 9 my remit of knowing how to produce that tender document,  
 10 so I will have got assistance on how to do that.  
 11 Q. We'll come back to the merits of the Purple Guide in  
 12 a moment, but the risk, I suppose, in using the  
 13 Purple Guide from -- and I mean this in the nicest  
 14 possible way -- a position of some ignorance in relation  
 15 to the nitty-gritty of what someone in this kind of job  
 16 needs to know, the risk is you may pick out, cut and  
 17 paste, the wrong bits or miss out something that  
 18 matters?  
 19 A. Yes.  
 20 Q. That's where you need someone who knows the job to tell  
 21 you?  
 22 A. Yes.  
 23 Q. Particularly if you are effectively reassessing through  
 24 the tendering process the person who's been doing the  
 25 job for you already?

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1 A. Yes.  
 2 Q. Which is what you were doing on this occasion?  
 3 A. Yes, and hence why we put the tender out there, because  
 4 I wanted to compare what Emergency Training would do  
 5 against other providers.  
 6 Q. Because you may have been otherwise judging against  
 7 a substandard level of care in assessing what you needed  
 8 going forward?  
 9 A. Yes.  
 10 SIR JOHN SAUNDERS: The man from the Manchester City  
 11 Council, he helps you as well, you said. Was he in  
 12 building control?  
 13 A. Yes, he was head of building control but he was also  
 14 liaison with licensing. He helped to build and set up  
 15 the Etihad Stadium in time for the Commonwealth Games.  
 16 SIR JOHN SAUNDERS: What would he know about medical cover?  
 17 A. I don't know. I don't know what his background was  
 18 in that respect, but he certainly had access to people  
 19 that he could assist and was also probably there with  
 20 the assistance of the initial spec for Emergency  
 21 Training, who were the ones that were in position in  
 22 2001.  
 23 SIR JOHN SAUNDERS: Thank you.  
 24 MR ATKINSON: So do we understand that this tender and the  
 25 process that it represents was put together by those who

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1 ran an entertainment venue, those who had some  
 2 involvement in building control, and someone who had  
 3 involvement in licences?  
 4 A. Yes, I think so.  
 5 Q. Rather than anyone with any experience or qualifications  
 6 as a medic?  
 7 A. I don't think we had — unless GMAS at the time were  
 8 also consulted on it, I'm not sure.  
 9 Q. Wouldn't that just have been a good idea, to involve  
 10 a medic?  
 11 A. Yes.  
 12 Q. Page 2, please {INQ001405/2}.  
 13 (Pause)  
 14 If we can enlarge the top half of the page.  
 15 One of the key requirements set out in this tender  
 16 was that the medical provider would:  
 17 "... provide full training, qualifications and  
 18 experience of first aiders and EMTs on duty, which must  
 19 be submitted to the venue duty manager for all events as  
 20 part of their pre-event checks."  
 21 This is not just focused on being able to see  
 22 a record 2 or 3 years down the line when someone  
 23 complains and makes an insurance claim, is it?  
 24 A. That's how we utilised it, yes.  
 25 Q. But that's not what this says, is it?

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1 A. No.  
 2 Q. On the contrary, this is before the event, not 2 to  
 3 3 years after one?  
 4 A. Yes, correct, yes.  
 5 Q. Because it says so in black and white and in bold,  
 6 doesn't it?  
 7 A. Yes. Then we put this into our contract and this became  
 8 part of the contract and then the document that we were  
 9 talking about earlier between — the conversation  
 10 between — myself and Ian Parry had the discussion on  
 11 how he wanted — I presume how he wanted to amend that.  
 12 Q. Just following that through, the pre-contract  
 13 documentation that we looked at a moment ago had  
 14 identified on the face of it some concern about SMG  
 15 knowing what the qualifications of ETUK's staff had  
 16 been.  
 17 A. Yes.  
 18 Q. This document identifies as one of the things that your  
 19 new medical provider would need to do would be to  
 20 provide, event by event, the qualifications of the staff  
 21 before they worked for the event?  
 22 A. Yes.  
 23 Q. And this tender was attached to the contract when it was  
 24 signed?  
 25 A. Yes.

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1 Q. And the contract included at paragraph 9, I don't ask it  
 2 to be put up, monitoring, which indicated that you as  
 3 the client would monitor the service that was being  
 4 provided to you and their compliance with contract  
 5 terms?  
 6 A. Yes.  
 7 Q. So built into the contract was a way of making sure this  
 8 happened?  
 9 A. Yes, and we met with — they attended — we met with  
 10 them on a regular basis to do exactly that, to make sure  
 11 that they were delivering the service that we wanted.  
 12 Q. But were you getting full training, qualifications and  
 13 experience of first aiders and EMTs on duty?  
 14 A. I don't think at the time, no.  
 15 Q. So you could check event by event that you had the right  
 16 people there?  
 17 A. Yes.  
 18 Q. But that isn't what was happening?  
 19 A. No.  
 20 Q. For 10 years?  
 21 A. Potentially, yes.  
 22 SIR JOHN SAUNDERS: Had you agreed to vary the contract or  
 23 not?  
 24 A. I don't know. I can't remember what the agreement was  
 25 in terms of how we got over that hurdle because, as you

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1 can see, I was keen to have it given all the reasons as  
 2 to why to have it, but there was a practical reason that  
 3 I can't remember, and it may be something that you need  
 4 to ask Emergency Training UK as to why they were against  
 5 that change.  
 6 SIR JOHN SAUNDERS: The reason here for doing it is so the  
 7 duty manager can check all the qualifications required  
 8 as part of the pre-event checks. He's not saying about  
 9 2 years down the line, in contrast he's saying make sure  
 10 you give us what we want and what we are paying for.  
 11 A. Yes.  
 12 MR ATKINSON: Because the whole point, as you explained to  
 13 us last October, in relation to event riders and  
 14 pre-event meetings the Tuesday meetings and so on was so  
 15 that SMG could put all the necessary ducks in a row to  
 16 make sure that everything was as it should be before the  
 17 event happened.  
 18 A. Yes.  
 19 Q. And this is a part of that process, isn't it?  
 20 A. Yes.  
 21 Q. This is you're making sure with ShowSec that you have  
 22 the necessary team of security people in the right  
 23 places doing the right things?  
 24 A. Yes.  
 25 Q. You make sure that you have the right people booked to

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1 deal with the performer, with the setting—up of the  
 2 event and all of that, and you make sure that the  
 3 medical team are the right people and they are qualified  
 4 to do the job?  
 5 A. Make sure that we have the right medical team, yes.  
 6 Q. So if you're not doing this as part of your pre—event  
 7 checks you are not making sure that you have the right  
 8 people to do the medical job, are you?  
 9 A. We were making sure that we had the right medical team  
 10 there for every show, yes.  
 11 Q. But if you weren't doing it as part of the pre—event  
 12 checks, then how was it happening?  
 13 A. We weren't checking their qualifications, no.  
 14 Q. So how were you checking that you had the right medical  
 15 team?  
 16 A. Because we had the same regular team who were attending  
 17 the arena on a regular basis and delivering us the  
 18 service that we'd requested.  
 19 Q. In the sense of it being ETUK?  
 20 A. Yes.  
 21 Q. So Mr Parry said that they were and that was enough?  
 22 A. That's the contract that we had with Ian, was that he  
 23 would deliver the services that we required.  
 24 Q. I will move on, but the point was that the contract had  
 25 built into it you monitoring that rather than just

1 taking his word for it?  
 2 A. Yes, and we did monitor it, but I agree, we didn't ask  
 3 for qualifications for every show.  
 4 Q. Can you remember any occasion when you asked him for the  
 5 qualifications for a show that didn't have something to  
 6 do with an insurance claim?  
 7 A. I didn't personally, no.  
 8 Q. In terms of what was required in terms of what you had  
 9 identified as being necessary for your medical team, if  
 10 we go on to {INQ001405/5} of this document, please:  
 11 "Medical personnel. On a typical show we will  
 12 require the following personnel with the appropriate  
 13 qualification or better."  
 14 And so you have your Medic 1, EMT 1, who has to be  
 15 MIMMS trained, and who had therefore to be Mr Parry?  
 16 A. Yes.  
 17 Q. Because no one else had that qualification, as you  
 18 understood it?  
 19 A. Yes.  
 20 Q. Then his number 2, the EMT B, who would be expected to  
 21 be take over from Mr Parry in many of his roles,  
 22 wouldn't they?  
 23 A. Yes.  
 24 Q. And then 4 to 14, is that first aiders?  
 25 A. Yes.

1 Q. And potentially other services, including a doctor or an  
 2 ambulance, if required?  
 3 A. Yes.  
 4 Q. In terms of identifying whether they were required or  
 5 not, was that something that would be identified by you,  
 6 by EMT (sic), or by the person who was coming in to do  
 7 an event?  
 8 A. It will have been the events team in consultation with  
 9 Ian Parry.  
 10 Q. Then we won't go through all of them now, but you go on  
 11 to set out in this document what the qualifications for  
 12 those different roles were. Where did that come from,  
 13 if you can help us?  
 14 A. I can't remember where it came from, but it was — the  
 15 document that we started off with this morning had  
 16 pretty much that same list of things in that category,  
 17 so I presume it came from there.  
 18 Q. It's replicated, to save us having to go to it, in the  
 19 contract —  
 20 A. Yes.  
 21 Q. — that these are the qualifications you have. It's  
 22 also, in fairness to you, replicated in large part  
 23 in the Purple Guide?  
 24 A. Yes.  
 25 Q. Do you think this may have come from there?

1 A. Elements will have been because, as I said earlier, we  
 2 used a mixture of items to get to that point.  
 3 Q. If we just go down to where it talks about first aiders,  
 4 Mr Lopez, it'll almost certainly be the next page. And  
 5 again if you would. Page 6 {INQ001405/6}. There we  
 6 are, identifying that which was required of first aiders  
 7 by you.  
 8 In fairness to you, Mr Allen, at the time this was  
 9 drafted there was no requirement for a FREC 3 qualified  
 10 person as a first aider. That's something that's come  
 11 in more recently. But this is, would you accept, more  
 12 than the average, I don't know, St John's Ambulance  
 13 first aider might have?  
 14 A. I don't know. I'm not the expert. We basically set out  
 15 the level that we expected them to do and then all of  
 16 our people that tendered and then what subsequently went  
 17 into the contract was the level that — the minimum  
 18 level that we were expecting. We did benefit, as was  
 19 seen on the night in question, from having people who  
 20 were far superior to that level. That was always the  
 21 comfort that knowing Emergency Training over the 2,000  
 22 events that I knew them, that I got to meet the people  
 23 that were trainee doctors, trainee ambulance people,  
 24 trainee paramedics, so all of that, and Ian brought them  
 25 together as well to deliver the service that we had.

1 Q. Just understanding that, we know -- and we'll hear from  
 2 one, I think tomorrow -- that a number of those who were  
 3 working for EMT (sic) were also at the same time  
 4 training for medical roles, so Mr Billington, who we're  
 5 hearing from tomorrow, was training at that time to  
 6 become a paramedic. Obviously one starts one's training  
 7 to become a paramedic knowing very little and by the  
 8 time you finish your training you know an awful lot,  
 9 with no disservice, I hope, to trainee paramedics.

10 But clearly, the fact that someone is a trainee  
 11 paramedic does not necessarily of itself mean that they  
 12 have the qualifications that you wanted from either  
 13 a first aider or, more particularly, from an EMT, did  
 14 it?

15 A. No, I agree.

16 Q. Because what you needed them to have was the training in  
 17 the things that you have listed here that you needed  
 18 them to be able to do?

19 A. Yes, and we put that onus on Emergency Training UK to  
 20 deliver that service for us.

21 Q. Except that there was this requirement in the tender and  
 22 in the contract that they tell you what the  
 23 qualifications were so you could check for yourselves  
 24 rather than relying on them?

25 A. Yes.

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1 Q. Which wasn't happening?

2 A. No.

3 Q. In relation to your expectation, in your DLA Piper  
 4 interview -- and if it will help you to look at it, by  
 5 all means we'll put it up on the screen, but what you  
 6 said there was rather than along the lines of what  
 7 you have said now, which is that:

8 "Under the entertainment licence, SMG only needs to  
 9 provide the equivalent of St John's Ambulance  
 10 first aiders but he [that's you] has always said that he  
 11 would rather go with a better controlled service as it  
 12 was difficult to ensure that enough St John's Ambulance  
 13 people turn up when it's not a very popular show."

14 And you go on to talk about how some of the people  
 15 working for ETUK had training because they were trainee  
 16 paramedics, for example, above and beyond.

17 But was it your understanding that all that you were  
 18 required under the premises licence was to deliver  
 19 St John's Ambulance?

20 A. No, it was the -- the entertainment licence, I think,  
 21 only has one line in it in relation to medical cover,  
 22 but we wanted not only to deliver that, but to deliver  
 23 something on the level that arenas -- my peers in other  
 24 venues would deliver. The reason that we moved to  
 25 a paid-for service rather than, for example, a St John's

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1 Ambulance is, as I suggested in that paragraph, is that  
 2 when it is the Red Hot Chili Peppers that we were  
 3 talking about this morning, I would get lots of people  
 4 turning up to it. When we are dealing with a pyramid  
 5 sales conference or something like that, I might not get  
 6 the people to attend. So what we wanted to do is have  
 7 the team under contract so that we had some recourse if  
 8 they didn't turn up.

9 Q. So it was ensuring you had the people there irrespective  
 10 of what the event was rather than them turning up on  
 11 a voluntary basis?

12 A. Exactly, and to make sure that when we said we wanted  
 13 12 people, we got 12 people.

14 Q. Was it just that or did you not appreciate that they  
 15 needed to be better qualified, again without any  
 16 discourtesy to them, than the average St John's  
 17 Ambulance first aider?

18 A. We needed to get them to a level that was the right  
 19 level for us, which we asked Ian to make sure that we  
 20 had.

21 Q. In terms of the numbers of people -- thank you,  
 22 Mr Lopez, that can come down.

23 In terms of the numbers of people you needed to  
 24 have, do we understand that you were working on the one  
 25 medic per 1,000?

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1 A. That was the basic principle, yes.

2 Q. And that you took, is this right, from the Purple Guide?

3 A. Yes, it was a culmination of -- the Purple Guide gave us  
 4 some broad strokes in terms of, "You need to consider  
 5 this", but as both the Purple Guide and I alluded to  
 6 earlier, you can't use a simple matrix like that as  
 7 the -- you can use it as a starting point but you can't  
 8 use it as the be-all and end-all.

9 Q. Just to understand then the status of the Purple Guide,  
 10 let's start with the version of the document that you'd  
 11 have been using at the time that you did this tendering  
 12 process, which is the 1999 version. This is  
 13 {INQ001452/1}, if you would, Mr Lopez.

14 We can see this is:

15 "The event safety guide: a guide to health, safety  
 16 and welfare at music and similar events."

17 So it is, as you say, aiming to address anywhere  
 18 where events happen, particularly musical ones?

19 A. Yes.

20 Q. And therefore, by its nature, will address static venues  
 21 and festivals?

22 A. It does static -- you know, if you were going to put  
 23 a percentage figure on it, it's very small considering  
 24 what they concentrate on in terms of larger outdoor  
 25 festivals. If you go through the whole document it

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1 deals mainly with external one-off concerts, that sort  
2 of thing.

3 MR ATKINSON: If I just indicate that we don't necessarily  
4 accept that identification of the whole of the  
5 Purple Guide, but it will not, I suspect, help you, sir,  
6 to go through all of this now with Mr Allen. It's  
7 a document that is available on the system for you to  
8 come to your own assessment on.

9 SIR JOHN SAUNDERS: Thank you.

10 MR ATKINSON: Can we just look at {INQ001452/6}, please. If  
11 we could enlarge the top half of that page. We can see  
12 that:

13 "The guide aims to help those who organise music  
14 events so that the events run safely. The event  
15 organiser, whether an individual, collective or local  
16 authority, has prime responsibility for protecting the  
17 health, safety and welfare of everyone working at, or  
18 attending, the event."

19 It is event-focused irrespective of where that event  
20 is happening?

21 A. Yes.

22 Q. And talks you through planning in advance, right through  
23 to shutting the door or closing the gate at the end?

24 A. Yes.

25 Q. Whilst therefore there will be aspects of it that

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1 will not apply to you, there will equally be a good many  
2 aspects of it that do?

3 A. Yes, and we utilise those, those bits that are good for  
4 us.

5 Q. The responsibility on you, with help, is to identify,  
6 "These are the bits that we need to do"?

7 A. Yes.

8 Q. "Because we're not in a field, these things won't apply  
9 to us, but because we do have a stage, we do have  
10 entrances, we do have security checks, we do have a need  
11 to provide medics, then these things clearly do apply to  
12 us"?

13 A. Yes.

14 Q. And no doubt for that reason, as we heard from Mr Swift,  
15 the local authority licensing guidance says, in terms,  
16 that it expects venues to apply the Purple Guide?

17 A. To refer to it, yes, and we do.

18 Q. And they would be judging what you're providing if they  
19 were doing an audit of it by those standards, wouldn't  
20 they?

21 A. Yes.

22 Q. And you'd understand that?

23 A. Yes, if combined with other elements that we would use  
24 to help us come up with our final decision.

25 Q. So understandably, you took the one per 1,000 as a good

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1 guide to assess how many medics you need to have per  
2 person in the audience?

3 A. Yes.

4 Q. Based on the 1999 version?

5 A. Yes.

6 Q. Now, by 2017, I suggest there had been a number of  
7 important changes. First, there'd been a new addition  
8 of the Purple Guide in 2015. Were you aware of that?

9 A. Yes.

10 Q. And secondly, the risk of terrorism had changed  
11 significantly, and for the worse so far as a venue such  
12 as the arena was concerned?

13 A. Yes.

14 Q. Either of which would have recommended you to revisit  
15 levels of medical provision and both together should  
16 have compelled it, Mr Allen?

17 A. I didn't. I'm not sure whether my team did. But the  
18 majority of the guidance that we were looking at at that  
19 time in terms of whether the numbers were up or down was  
20 based on the elements inside the building, not on the  
21 elements outside the building. The elements outside the  
22 building were based on the MIMMS themes and our  
23 emergency procedures to deliver those emergency  
24 procedures at the time.

25 Q. As you set out in your witness statement, you had looked

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1 at the stats year-on-year as to how many ambulances had  
2 ever been called out, how many medical emergencies there  
3 had been of any severity at all?

4 A. Yes.

5 Q. And therefore how many medics had needed to do  
6 something --

7 A. Yes.

8 Q. -- on a week-by-week basis. But none of that is going  
9 to help you at all, is it, as to how many you're going  
10 to need when something goes badly wrong?

11 A. No.

12 Q. I wonder if we could go to {INQ041127/1}, please. This,  
13 as we understand it, is part of the 2015 version of the  
14 Purple Guide, all right?

15 A. Yes.

16 Q. We can see it says:

17 "It has not been possible to define a single table  
18 that identifies the correct medical, first aid and  
19 ambulance provision for a range of events. Instead, the  
20 principles of resource assessment based on risk should  
21 be followed, as indicated throughout this chapter. The  
22 tables below offer some outline guidance."

23 If we could go down, please, {INQ041127/2}, we can  
24 see that there's a list of factors to be considered  
25 in relation to a risk assessment, so numbers attending,

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1 audience profile, and so on. Would you accept that  
 2 those were all the kinds of factors that you would be  
 3 taking into account as part of a risk assessment for any  
 4 event at the arena?  
 5 A. I wouldn't, but my team and Ian Parry would, yes.  
 6 Q. It then goes on to address minimum numbers of personnel  
 7 who should be present at different types of event.  
 8 Obviously we understand this is dealing with a whole  
 9 range of events rather than necessarily a musical  
 10 concert at the arena, but just following it through,  
 11 we can see that there's very small events, up to 3,000  
 12 attenders, with the possible exception of a pyramid  
 13 conference, probably not very many of those that  
 14 you have at the arena, small events we can see are 3,000  
 15 to 10,000 attenders. We are dealing of course with the  
 16 Ariana Grande concert, which had 14,200.  
 17 If we can go down to the next box, please. A medium  
 18 event, 10,000 to 50,000 attenders, so the event we are  
 19 considering is within that category; would you agree?  
 20 A. Yes, in terms of event size, yes.  
 21 Q. And the description of the level of cover identified in  
 22 2015 in the Purple Guide was that it should be  
 23 doctor-led, and we can see in the next column across,  
 24 there should be one to two doctors, two to four nurses  
 25 or ENPs.

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1 And if we can go down to the next page to carry on  
 2 with that box, please, {INQ041127/3}: two to  
 3 four paramedics, ten first aiders, and then an  
 4 additional number of first aiders on a calculation which  
 5 I confess, being innumerate, I don't understand, beyond  
 6 the 10.  
 7 So following the Purple Guide for an event of the  
 8 size of the Ariana Grande concert, you should have had  
 9 a couple of doctors there.  
 10 A. For an external festival site in the middle of  
 11 Glastonbury, probably yes. But for a venue that has, in  
 12 2016, only 136 people needing medical attention, we take  
 13 this as a base and then we say, "Previous data,  
 14 information that we've got, advice at multi-agency  
 15 planning meetings", all of those sort of things, we take  
 16 that into consideration, talking to our medical  
 17 suppliers, and they -- with that, we come back to  
 18 a level that is lower than the numbers suggested here.  
 19 Q. Taking the lower end of it, we have one doctor, two  
 20 nurses, two paramedics and 10 first aiders, rather than  
 21 two EMTs and between four and 14 first aiders. And here  
 22 we have at least one ambulance rather than none.  
 23 A. Yes.  
 24 Q. But the point I'm seeking your help on, Mr Allen, is  
 25 given that this is what was being said from 2015

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1 onwards, do you think you should have moved on from  
 2 using the 1999 calculation from a previous edition of  
 3 the Purple Guide to work out what staff you needed?  
 4 A. We will have looked at it, my team will have looked at  
 5 it again, but also now, as we are going into the process  
 6 again or have gone through the process, the numbers of  
 7 staff that we're going to have are very similar to what  
 8 we had in 2015, 2017 and 2003.  
 9 Q. One of the concerns that you'd had at the time of the  
 10 tendering was to ease the burden that the arena might  
 11 otherwise place on the NHS.  
 12 A. Yes.  
 13 Q. Do we understand that that in part was dealing with  
 14 things in-house with your own team, if you could, rather  
 15 than having to call an ambulance out every time someone  
 16 fainted?  
 17 A. Exactly that, yes.  
 18 Q. But also ensuring that between the period when any  
 19 incident arose and any ambulance could get there, that  
 20 there was someone to deal with it in the meantime?  
 21 A. Yes.  
 22 Q. And that could be anything from the trivial to the life  
 23 threatening, couldn't it?  
 24 A. Yes.  
 25 Q. And it could be one person or it could be multiple?

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1 A. Yes.  
 2 Q. So you needed both the kit and the people to deal with  
 3 a whole range?  
 4 A. Yes.  
 5 Q. You couldn't judge it purely on what had happened  
 6 before, could you?  
 7 A. No, but we had 15 years, 16 years of data that meant  
 8 that any levels we put in were proportionate to what we  
 9 needed.  
 10 Q. But you also had a national risk assessment level that  
 11 told you that you and your venue could be the victim of  
 12 terrorism on any night?  
 13 A. Yes.  
 14 Q. So you needed to have enough kit and people there for  
 15 that eventuality, didn't you?  
 16 A. Yes, until the emergency services turned up.  
 17 Q. And you couldn't guarantee how quick that would be?  
 18 A. No, but we were very close to a city centre. The Fire  
 19 Service were not far away, so we were working on the  
 20 assumption that anything that we put in place we would  
 21 have support within 15 or 20 minutes.  
 22 Q. In your multi-agency meetings with, amongst others, NWAS  
 23 and GMFRS, how much time was spent discussing this very  
 24 eventuality, that if we have a terrorist incident, how  
 25 are you going to get there, what are you going to bring

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1 with you, and where are you going to go?  
 2 A. In those meetings I can't remember. We did spend some  
 3 time, especially after Bataclan, looking at our  
 4 responses, but I can't recall any discussions on that  
 5 sort of thing.  
 6 Q. Because in order for you to be safe in relying on them  
 7 stepping in to ensure that you were protecting your  
 8 customers and those who were attending your venue and  
 9 whether to attend for events or to pick up people who  
 10 were, you needed, did you not, to understand how it was  
 11 all going to work together?  
 12 A. Yes.  
 13 Q. And you needed to understand that in general rather than  
 14 finding out as you went along?  
 15 A. Yes.  
 16 Q. So you had these multi-agency occasions, which didn't,  
 17 as we understand from what you've just said, really  
 18 address it?  
 19 A. I can't remember what the topics were, but we also did,  
 20 as you're aware, Project Sherman, so we'd been across to  
 21 the Fire Service, which is only 5 minutes' walk away  
 22 from the arena, and seen the sort of things that they  
 23 were prepared to do.  
 24 Q. Although, as we'll all recall from your last visit, at  
 25 Project Sherman, you did slightly feel a bit of a spare

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1 part in terms of this being an event that you were  
 2 witnessing rather than an event where they were really  
 3 asking you what it was you were going to need and how  
 4 it would all work?  
 5 A. Agreed.  
 6 Q. And that was rather the case with any other training  
 7 exercises that they had that involved you?  
 8 A. We weren't invited to many training exercises, no.  
 9 Q. For it to work properly, for you to be able to depend on  
 10 the Fire Service bringing the right things and  
 11 delivering them to the right place and the  
 12 Ambulance Service going to the right door with the right  
 13 kit, it needed all to be talked about in advance?  
 14 A. Yes.  
 15 Q. In detail?  
 16 A. Yes.  
 17 Q. And it wasn't?  
 18 A. I don't know the conversations that took place between  
 19 Emergency Training and North West Ambulance Service.  
 20 Q. But certainly so far as you and your team were involved,  
 21 it didn't happen?  
 22 A. We will have had discussions at multi-agency meetings,  
 23 but I don't know the detail.  
 24 Q. In terms of your emergency and contingency plan, that  
 25 was obviously, as it says on the front of it, circulated

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1 to, amongst others, NWS. If you can remember, and  
 2 we'll understand if you don't, did you get much feedback  
 3 from them to say, "That bit's not going to work", or,  
 4 "You might want to do something about this"?  
 5 A. No, we didn't get much feedback.  
 6 Q. In relation to the medical aspect of that, do you  
 7 remember much feedback from ETUK?  
 8 A. Only that they were part of the people who produced it.  
 9 Q. If we could go to that, so it's {INQ001359/72}.  
 10 I can reassure people I'm almost finished.  
 11 If we enlarge the top half of the page, this is the  
 12 major incident medical plan. As your document makes  
 13 clear, it's generic and clearly things will have to be  
 14 adjusted to the circumstances. But in short, is this  
 15 right, this plan is designed to set up an immediate  
 16 command structure at the arena in a medical emergency?  
 17 A. Yes.  
 18 Q. To identify what has to happen and who has to do it?  
 19 A. Yes.  
 20 Q. And what jobs have to be given to make sure it happens?  
 21 A. Yes.  
 22 Q. Would it be fair to say that comparing this to what  
 23 happened on 22 May 2017, significant parts of this, on  
 24 the face of it, didn't happen?  
 25 A. Correct, yes.

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1 Q. So, for example, number 1:  
 2 "Senior venue management, senior security staff and  
 3 Medic 1 to set up a designated command and control point  
 4 and liaise as to type and location of incident ..."  
 5 And a quick estimation of casualty numbers is done  
 6 at that stage.  
 7 A command and control point was not set up, was it?  
 8 A. No.  
 9 Q. "Medic 1 to allocate Medic 2 to alert the team to  
 10 a rendezvous point."  
 11 We'll hear evidence from others, but are you aware  
 12 whether that happened?  
 13 A. I don't believe so, no.  
 14 Q. Number 3:  
 15 "Once a major medical incident has been identified,  
 16 Medic 1 will notify Greater Manchester  
 17 Ambulance Service, NWS as it became, and assume overall  
 18 control until arrival of first unit."  
 19 That would have meant here Mr Parry taking command  
 20 of those involved in the first minutes of the emergency  
 21 response?  
 22 A. Yes.  
 23 Q. From when it happened?  
 24 A. Yes.  
 25 Q. And he didn't, did he?

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1 A. I think what's happened is that in the extremities (sic)  
 2 of what happened on the night, I think he contacted the  
 3 event control room or the event control room contacted  
 4 him and Miriam, who was the duty manager on the evening,  
 5 asked all medical personnel to make their way to the  
 6 City Room area. I don't believe that, due to the  
 7 extremeness of the event, the elements of most of this  
 8 got completed.  
 9 Q. Because under this plan -- and if we can go down,  
 10 Mr Lopez, I think it's two pages on, {INQ001359/73}, to  
 11 the "Explosion" heading -- in fact, if this plan had  
 12 been followed, no medics should have entered the  
 13 City Room at all, should they --  
 14 A. No, I agree.  
 15 Q. -- until it had been declared safe by the Fire  
 16 Brigade --  
 17 A. Yes.  
 18 Q. -- rather than by Miriam Stone?  
 19 A. Yes.  
 20 Q. And presumably declared safe by the Fire Brigade because  
 21 you needed an expert in safety post--explosions to  
 22 determine whether it's safe to go in or not?  
 23 A. Yes, but I think that the need and what had been  
 24 witnessed meant that people wanted to do their best and  
 25 try and help.

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1 Q. And as you've already told us, in terms of what didn't  
 2 happen that should have, the handover, the passing of  
 3 information at a very early stage from Mr Parry to the  
 4 Ambulance Service, which was point 3 on the document we  
 5 looked at a moment ago, that didn't happen either, did  
 6 it?  
 7 A. Not that I'm aware of.  
 8 Q. How much training did the ETUK team have at the arena  
 9 in relation to this?  
 10 A. I don't know. You'll have to speak to Emergency  
 11 Training about that.  
 12 Q. But certainly in terms of you and yours organising for  
 13 them, any?  
 14 A. We did some desktop exercises on major incidents at the  
 15 arena, yes.  
 16 Q. With them?  
 17 A. They were involved, yes.  
 18 Q. Mr Parry or more than him?  
 19 A. Mr Parry on nearly every one, and occasionally he  
 20 brought other members of the team to it.  
 21 Q. But not the whole of the team?  
 22 A. No.  
 23 Q. Whilst practice would not necessarily make perfect, it  
 24 would certainly have helped, wouldn't it, Mr Allen?  
 25 A. Yes.

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1 MR ATKINSON: Thank you very much.  
 2 MR GREANEY: Sir, we've had a note that the stenographers  
 3 would benefit from a short break at this stage.  
 4 SIR JOHN SAUNDERS: Okay, quarter to, thank you.  
 5 (3.35 pm)  
 6 (A short break)  
 7 (3.45 pm)  
 8 Questions from MR COOPER  
 9 MR COOPER: You'll understand, Mr Allen, that myself and  
 10 Mr Atkinson have divided topics between us.  
 11 A. Yes.  
 12 Q. I'm not going to go over what Mr Atkinson has dealt  
 13 with. It's my role on behalf of the families to deal  
 14 with the tender process.  
 15 Ultimately, though, ETUK at the end of the day were  
 16 the cheapest option, weren't they?  
 17 A. No.  
 18 Q. So who was the cheapest option then?  
 19 A. It was the other candidates that had a different level  
 20 of performance.  
 21 Q. You mean company A?  
 22 A. I think so, yes.  
 23 Q. We can work that out in due course on the material, but  
 24 I'm going to suggest to you that ultimately it was ETUK  
 25 who were the cheapest option, but you say on a different

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1 calculation, company A were?  
 2 A. Mm.  
 3 Q. On another calculation, ETUK were, though, weren't they?  
 4 A. Yes, correct.  
 5 Q. Yes. Was this an open tender?  
 6 A. Um...  
 7 Q. Inviting a number of companies, not connected to each  
 8 other in any way, to tender for the process?  
 9 A. It was sent out to everybody that we had contacts for,  
 10 yes.  
 11 Q. And did any of the companies, the 13 or so, have any  
 12 contact or connections with each other?  
 13 A. Not that I'm aware of.  
 14 Q. Do you want to think about that?  
 15 A. Only in terms of there were people that had left one  
 16 organisation to go on the other, if that's what you  
 17 mean.  
 18 Q. Thank you. And might that organisation have been ETUK?  
 19 A. Sorry, the?  
 20 Q. Company B, who was company B?  
 21 A. ETUK was.  
 22 Q. No, there's company A, company B, as I understand it,  
 23 and ETUK in the final cut. Yes? Who was company B?  
 24 Not necessarily the name. Who comprised company B?  
 25 Ex--employees of ETUK?

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1 A. Sorry, yes.  
 2 Q. Yes. So we've got company A, we've got company B, who  
 3 are ex-ETUK people, and ETUK?  
 4 A. Right.  
 5 Q. Is that right? I don't know. Well, I do actually but  
 6 I have got to ask you the question.  
 7 A. Yes.  
 8 Q. I'm just asking about the openness of the tender, you  
 9 understand that. So the three that made the final cut,  
 10 two of them are either ETUK or former ETUK?  
 11 SIR JOHN SAUNDERS: Former employees.  
 12 MR COOPER: Former employees of ETUK; is that right?  
 13 A. Yes.  
 14 Q. Do you know in the last period of evidence that we  
 15 learned that SMG had a very intimate relationship with  
 16 ShowSec. We heard all that evidence. Did they have an  
 17 intimate relationship with ETUK?  
 18 A. No.  
 19 Q. Because I'm going to suggest to you it sounds very  
 20 intimate.  
 21 A. Okay. It's not.  
 22 Q. What was it about company B, the former ETUK employees'  
 23 company, that attracted you to them?  
 24 A. That they knew the building very well.  
 25 Q. Because they're former ETUK?

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1 A. Yes.  
 2 Q. Yes. Is that it?  
 3 SIR JOHN SAUNDERS: Well, in fairness, do you want him to  
 4 see the document on which he set out the pros and cons?  
 5 MR COOPER: I was going to deal with (overspeaking). I was  
 6 about to go to it, in fact.  
 7 {INQ025121/1}, please. I know you have seen it  
 8 before, so it won't take you by surprise. Let's go to  
 9 the top. The best page to take you to will be, firstly,  
 10 to familiarise yourself, supplier B. Is that the  
 11 same -- who is supplier B?  
 12 A. Supplier B is the company that had people who had  
 13 directors --  
 14 Q. Right. So ex-ETUK employees?  
 15 A. Yes, correct.  
 16 Q. Who was heading up supplier B? Who was the --  
 17 A. I can't remember the name of the person.  
 18 Q. Was it a person well-known, for instance, to Mr Parry?  
 19 A. Oh, I don't know.  
 20 Q. Incidentally, when was the last time you spoke to  
 21 Mr Parry?  
 22 A. Unfortunately, I don't think I have spoken to Mr Parry  
 23 for about 3.5 years.  
 24 Q. I see. Going back then to this document, we can see the  
 25 positive and the negative points, just to familiarise

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1 yourself with it. You can see it, I don't need to read  
 2 it out loud, it's there in front of you.  
 3 If we can scroll further down, Mr Lopez, to the  
 4 second page {INQ025121/2}. Do you see there the  
 5 positive points as far as the ex-ETUK company?  
 6 A. Yes.  
 7 Q. Just familiarise yourself with it.  
 8 (Pause)  
 9 Is there anything in the positive points there to  
 10 indicate that they are ex-ETUK?  
 11 A. Um...  
 12 (Pause)  
 13 Only that they've worked at the arena before.  
 14 Q. Yes. Would that not, perhaps in an open and transparent  
 15 way, so all could understand it, your colleagues -- that  
 16 might have been a point to put in there, mightn't it,  
 17 "They're former ETUK, so good people, we know them"?  
 18 A. It was clear that they were ex-employees of ETUK. There  
 19 was no collusion or anything like that. In fact,  
 20 I don't think they even -- the reason that they left is  
 21 because they didn't get on with each other.  
 22 Q. I'll come back to that in a moment. But there are the  
 23 positive points. Is the primary positive point the  
 24 point you mentioned to the chair a moment ago, that they  
 25 knew the venue?

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1 A. Yes.  
 2 Q. And that really, we see the positive points -- you can  
 3 refresh your memory, it's there in front of you -- and  
 4 the negative points, but the reason they made the final  
 5 cut to make the final pitch was really because they knew  
 6 the venue?  
 7 A. Of course, yes.  
 8 Q. So we have three that made the final cut?  
 9 A. Yes.  
 10 Q. Supplier or company A. Totally independent, are they,  
 11 of ETUK, company A?  
 12 A. I presume so, yes.  
 13 Q. Well, I'm asking you. Were they?  
 14 A. I have no reason to doubt that they were not.  
 15 Q. You have no reason to doubt that they were not connected  
 16 to ETUK in any way?  
 17 A. They were not connected as far as I am aware, any of the  
 18 companies were connected to each other.  
 19 Q. Let me be specific. Did they have any associations with  
 20 ETUK such as supplier B had?  
 21 A. No, I don't believe so.  
 22 Q. You don't believe so?  
 23 A. No.  
 24 Q. Do you know so?  
 25 A. I don't know so.

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1 Q. No. Well, did you ask so?  
 2 A. No, because they were rival companies.  
 3 Q. This wasn't a closed shop, was it, for ETUK, this tender  
 4 process?  
 5 A. No.  
 6 Q. You know, another intimate relationship, like with  
 7 ShowSec, that sort of thing?  
 8 A. No.  
 9 SIR JOHN SAUNDERS: Mr Cooper, I'm very happy for you to  
 10 delve into this, that's perfectly right. Unless  
 11 you have something positive to support it, I'm not  
 12 suggesting you should have, but if you haven't I think  
 13 we'll move on. On the face of it, I can't see anything  
 14 particularly wrong in ex-employees who have worked  
 15 somewhere going in a competitive tender. If there is,  
 16 then by all means --  
 17 MR COOPER: I'll take your guidance, sir, and I'll move on  
 18 to something else.  
 19 It's clear, going right to the end of the process  
 20 before we look at the tender document in a little more  
 21 detail, that you have new service providers; is that  
 22 right?  
 23 A. Yes.  
 24 Q. When did you get new service providers?  
 25 A. We are currently just starting with our new service

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1 providers. When Emergency Training ceased trading, we  
 2 then moved to an interim medical provider, which was  
 3 a supplier that supplied our Leeds venue.  
 4 Q. When you say when ETUK ceased trading, they were  
 5 dissolved, weren't they, on 18 June 2019? Do you know  
 6 why they were dissolved?  
 7 A. No.  
 8 SIR JOHN SAUNDERS: I think they may have ceased trading  
 9 quite a long time before that, but I'll be corrected if  
 10 I'm wrong. The dissolution of the company wouldn't  
 11 immediately come when they ceased trading.  
 12 MR COOPER: I simply have the date, sir.  
 13 SIR JOHN SAUNDERS: That's fine, but I think we'll find...  
 14 MR GREANEY: I'm confident that you are correct.  
 15 MR COOPER: Does the present new service provider have any  
 16 links, former links with ETUK?  
 17 A. No.  
 18 Q. All right. Let's look down this document further that  
 19 we have on our screen, if we can, and look down at the  
 20 analysis so far as ETUK is concerned so we can  
 21 understand what it was that effectively won them this  
 22 contract.  
 23 If I can take you, please, to the section dealing  
 24 with ETUK, which is {INQ025121/4}, we can see again the  
 25 positive and negative points as far as they are

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1 concerned on this tender report. I think you have  
 2 already told us, but let's clarify, that you created  
 3 this tender report. This is your document, isn't it?  
 4 A. Yes.  
 5 Q. I'm going to just look with you for a moment at the  
 6 negative points of the company that achieved this  
 7 contract. I'll précis it, but it's there for you to  
 8 see. They had no new ideas; correct?  
 9 A. Yes.  
 10 Q. Ian Parry was the only one qualified to deal with  
 11 emergency situations. There were financial  
 12 irregularities associated with them. Staff had left the  
 13 company to set up another company. And that, indeed,  
 14 there was suggestions of dishonesty within that company;  
 15 is that right?  
 16 A. Yes.  
 17 Q. And upon that, and I see the positive points, of course  
 18 I do, but on those negative points, all those you say  
 19 were trumped by what?  
 20 A. The fact that they'd worked for us before and had  
 21 delivered a fantastic medical service.  
 22 Q. So, and again the level of the service provided,  
 23 Mr Atkinson has dealt with, but they'd worked with you  
 24 before, they delivered a fantastic medical service,  
 25 which gets over the fact that some individuals there

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1 were dishonest, which gets over the fact that there were  
 2 financial irregularities, which gets over the fact that  
 3 they had no new ideas, and which gets over the fact, for  
 4 instance, that Ian Parry was the only person qualified?  
 5 The fact that they knew the arena and you were of the  
 6 view they provided a wonderful service trumped all that?  
 7 A. It was an element that I put forward to the people who  
 8 made the final decision, yes.  
 9 Q. And who were the people who made the final decision?  
 10 I'll ask you directly: what are their names?  
 11 A. It was the -- my boss at the time was John Knight and  
 12 the other person involved was John Sutherland.  
 13 SIR JOHN SAUNDERS: Do you mind me just asking? You said  
 14 the positive points. The one at the centre of that was  
 15 that they had delivered a fantastic medical service.  
 16 That's actually not what appears in the positive points,  
 17 oddly enough. I can't find that anywhere. It says:  
 18 well, we've had no complaints or claims for  
 19 malpractice --  
 20 A. I think where I cover that off is in the low medical  
 21 stats.  
 22 SIR JOHN SAUNDERS: "Continued low medical stats." Okay.  
 23 What does that mean except -- they didn't have much to  
 24 do, is it?  
 25 A. We basically recorded the level of engagement with

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1 members of the public and our staff and, what's it  
 2 called, with Emergency Training over a long period of  
 3 time.  
 4 SIR JOHN SAUNDERS: And they didn't have much to do?  
 5 A. They didn't have much to do.  
 6 SIR JOHN SAUNDERS: That doesn't equate to a fantastic  
 7 medical service?  
 8 A. I agree, and also that we'd had no negative comments  
 9 back about them in the time that we'd had with them from  
 10 a medical point of view.  
 11 SIR JOHN SAUNDERS: I just might have expected, if you were  
 12 putting that forward as a main point, to say "fantastic  
 13 medical service" there in the positive points.  
 14 A. I think I put in my final recommendation that my actual  
 15 preferred — my potential preferred one was the ones  
 16 that were the ex-employees. But again, as a company and  
 17 for people making the decision above me, it was — they  
 18 went with the safer bet, even if working with the team  
 19 there wasn't probably as progressive as we might have  
 20 liked to have taken it.  
 21 SIR JOHN SAUNDERS: Sorry, Mr Cooper.  
 22 MR COOPER: Not at all, sir.  
 23 Do you know why they went for the safer bet and  
 24 handed the contract to a company that had financial  
 25 irregularities and individuals within it who were

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1 dishonest?  
 2 A. No.  
 3 Q. It's somewhat startling, isn't it, when you think about  
 4 it?  
 5 A. Well, the element from us is that we had the working  
 6 relationship with them.  
 7 Q. You may well have a working relationship with them, but  
 8 I'm just looking at your negative points:  
 9 "Just the two of them, family of figurehead  
 10 directors due to financial issues, Ian able to resume as  
 11 a director as of October 2006."  
 12 This is Ian Parry, is it?  
 13 A. Yes.  
 14 Q. Why was he taken off as a director in the first place?  
 15 A. I don't know.  
 16 Q. Didn't you ask?  
 17 A. No.  
 18 Q. So you were prepared, or your company were prepared —  
 19 and you're the man here giving evidence — your company  
 20 were prepared to award the contract to an individual who  
 21 had — had he been disqualified from being a director?  
 22 A. I don't know.  
 23 Q. An individual who may have been disqualified from being  
 24 a director, and this individual is the main man in that  
 25 company, isn't it, and your company decides to award the

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1 contract to that company?  
 2 A. Yes.  
 3 Q. Not knowing why the lead player in that company had been  
 4 potentially disqualified?  
 5 A. I didn't know, no.  
 6 Q. Would you accept from your general knowledge of business  
 7 that to be disqualified or indeed to be in any position  
 8 whereby you will have to resume as a director is quite  
 9 a serious thing, isn't it, for that to be done?  
 10 A. Only from a financial point of view but —  
 11 Q. Only?  
 12 A. From a medical point of view he came across as  
 13 excellent.  
 14 SIR JOHN SAUNDERS: Sorry, I'm going to intervene again  
 15 here. It actually may be slightly worse than that  
 16 because in some way he is disqualified as being a  
 17 director, we don't know whether by a court or by  
 18 whatever organisation, but he couldn't be a director.  
 19 In fact he was acting as a director, wasn't he?  
 20 A. Sorry?  
 21 SIR JOHN SAUNDERS: He was acting as the director. There  
 22 were figurehead directors, but he was actually doing it,  
 23 he was being the director.  
 24 A. Yes, correct.  
 25 SIR JOHN SAUNDERS: We don't know, so we don't know the

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1 details.  
 2 A. I don't know.  
 3 SIR JOHN SAUNDERS: But he certainly appears to be acting as  
 4 a director when he shouldn't be.  
 5 MR COOPER: And you made the distinction between medical  
 6 ability and financial honesty. You may be aware, and  
 7 I'll ask you the question, are you, that doctors can be  
 8 struck off because they have financial irregularities to  
 9 their name, regardless whether it's medical or not, so  
 10 it's a matter of trust, isn't it?  
 11 A. Yes.  
 12 SIR JOHN SAUNDERS: We could find that out by going down the  
 13 road, could we, to the Medical Council? Right.  
 14 MR COOPER: Going back to my original question, would you  
 15 accept it's quite startling that a company like ETUK  
 16 should be employed by SMG when one of their directors  
 17 may or may not have serious matters against him which  
 18 seem to have been proven and, looking at the last point:  
 19 "Embarrassment and time wasting caused by this  
 20 company to the arena at the end of 2005 [and here's the  
 21 key] and not truthful with the arena during this time."  
 22 So we have a company here whose key man is in some  
 23 way suspended, who, as the chair put it to you, seems to  
 24 be ignoring that suspension, and who, or certainly the  
 25 company, have acted in a dishonest way with the arena,

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1 and you still give them the contract?  
 2 A. We put forward for them to do it and, yes, we did issue  
 3 them with the contract.  
 4 Q. Do you know why, and I understand your misgivings, your  
 5 other two colleagues decided that this company, for all  
 6 the reasons that I just put to you, trump two other  
 7 companies to get the job, who clearly have no allegation  
 8 of dishonesty against them, who have no allegation of  
 9 directors being in some way disbarred? Does it surprise  
 10 you that those two companies get beaten by a company  
 11 with a disbarred potentially director and with an  
 12 allegation of lying against them?  
 13 A. Only that I can say in the positive points column, a lot  
 14 of the concerns will be addressed in the updated  
 15 contract. So we will have tightened any concerns we  
 16 had — and they went on to demonstrate that they had  
 17 solved all their issues beforehand.  
 18 SIR JOHN SAUNDERS: Can we just stop there for a moment?  
 19 I want to bring this bit to a halt. I understand the  
 20 points being made. I'm concerned I may have been doing  
 21 a potential injustice to Mr Parry. We don't know about  
 22 the disqualification as a director and we are hoping  
 23 that we may get something from Mr Parry which may  
 24 explain this.  
 25 MR GREANEY: Yes. The state of the evidence at the moment

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1 is that SMG seem to have been aware that for some reason  
 2 he was unable to be a director until a particular point  
 3 in time. That may be the result of a director's  
 4 disqualification, it may be for some other reason. All  
 5 I can say is there is a register of disqualifications  
 6 and that may or may not be determinative, but  
 7 Mr Ian Parry does not appear on that register.  
 8 SIR JOHN SAUNDERS: Okay, thank you.  
 9 So a caution on anyone reporting these events —  
 10 MR GREANEY: Exactly.  
 11 SIR JOHN SAUNDERS: — unless and until Mr Parry has an  
 12 opportunity to deal with that.  
 13 MR COOPER: I did put it carefully. "For whatever reason",  
 14 I think, is how I put it.  
 15 SIR JOHN SAUNDERS: I'm concerned about my questions as well  
 16 as yours. Do you have any notes of the interviews that  
 17 took place?  
 18 A. No. As I say, this was mid-2006.  
 19 SIR JOHN SAUNDERS: Okay, thank you.  
 20 MR COOPER: My only subsidiary is not so much why or why not  
 21 Mr Parry was not functioning as a director, it's how  
 22 does it come that no one asked the question?  
 23 A. We may have asked the question.  
 24 MR COOPER: I'm in your hands, sir, whether further  
 25 enquiries as to whether that question —

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1 SIR JOHN SAUNDERS: We'll try and look into it. What we can  
 2 establish I don't know. Of course, the negative points  
 3 need to accurately reflect in some way what the position  
 4 was. So we'll try and ascertain what it is, but I think  
 5 we ought to move on now, please.  
 6 MR COOPER: We will. The gist of those questions and indeed  
 7 a number of others, Mr Allen, is that the reason all  
 8 these things were overlooked is because they were the  
 9 cheapest and SMG are at it again, they're  
 10 penny-pinching, aren't they?  
 11 A. No.  
 12 Q. ETUK were the cheapest and that counterbalanced all the  
 13 negative points, didn't it?  
 14 A. No.  
 15 Q. The responsibility for monitoring the work of ETUK, as  
 16 I think Mr Atkinson has established with you, that  
 17 responsibility was SMG's, wasn't it? No doubt about it,  
 18 it was SMG's, wasn't it?  
 19 A. Yes.  
 20 Q. Would you accept — and forgive me for perhaps passing  
 21 over the boundary of my area of questioning, but I do  
 22 want to understand this. Would you accept that what you  
 23 were doing, what SMG were doing, was not monitoring, was  
 24 it?  
 25 A. Yes, we were monitoring them on regular meetings with

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1 them and also all the information that we were getting  
 2 back from reports from customers and reports on the end  
 3 of the night from people, from the medical logs we were  
 4 getting to see how people were being treated. All of  
 5 that information goes to the discussions that we would  
 6 have with Ian and the focus points of multi-agency  
 7 meetings, et cetera, et cetera.  
 8 Q. So far as these multi-agency meetings are concerned, let  
 9 me go straight to them. You indicated to the chair  
 10 earlier on today that ETUK didn't always attend these  
 11 meetings.  
 12 A. No, they always attended. They were at every single  
 13 one.  
 14 Q. Is it the planning meetings —  
 15 A. The weekly planning meetings they didn't attend.  
 16 SIR JOHN SAUNDERS: Once every 6 months?  
 17 A. They attended the ones once every 6 months. They'd  
 18 attend some of the planning meetings.  
 19 MR COOPER: In a nutshell what did these planning meetings  
 20 cover?  
 21 A. The planning meetings would cover the next week of  
 22 events, so what times shows started, was there anything  
 23 special about a particular event, that sort of thing.  
 24 Q. Do you know why they didn't attend —  
 25 A. As I said earlier, they would generally attend. They

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1 were an hour's meeting, all the minutes were issued to  
 2 everybody. If they were on site because we had a show  
 3 that particular night, they would attend. They wouldn't  
 4 attend if they were coming — either they had another  
 5 client or that they were coming from long distance for  
 6 a one-hour meeting.  
 7 Q. Their offices were not too far away from your Manchester  
 8 offices, were they?  
 9 A. They were in North Wales.  
 10 Q. They were about 45 miles away in Flintshire in Cheshire?  
 11 A. Yes.  
 12 Q. Effectively a 50-minute drive?  
 13 A. Yes.  
 14 Q. Would you have perhaps have hoped they might have  
 15 attended the planning meetings more often?  
 16 A. They were attending on average. We were doing three  
 17 shows a week, so they were attending three shows a week.  
 18 Q. The tender that was given to ETUK at the end, that's not  
 19 been reviewed since, has it, until presently, until they  
 20 were dissolved effectively?  
 21 A. No.  
 22 SIR JOHN SAUNDERS: Are we talking about the contract?  
 23 MR COOPER: The contract leading from the tender, forgive  
 24 me. That contract.  
 25 A. I don't believe so, no.

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1 Q. Let's be clear: how long were they working on that  
 2 contract until they dissolved? How many years?  
 3 A. 11 years, was it?  
 4 Q. Is it normal, as far as you're concerned, for a contract  
 5 to go that long without some form of review?  
 6 A. If there had been a need to do so, we would have  
 7 reviewed it.  
 8 Q. And that goes back to monitoring, I presume?  
 9 A. Yes.  
 10 Q. Document {INQ025124/1}, please. Just refresh your  
 11 memory on this document.  
 12 This is the medical provision at the arena.  
 13 Do you have an approximate date for this?  
 14 A. Yes. I think it was done mid to late 2003.  
 15 Q. The input into this document, did ETUK have any input  
 16 into this document?  
 17 A. No, I don't believe so.  
 18 Q. You have a turn of phrase, and I don't want to take  
 19 advantage of it, "I don't believe so". Does that mean  
 20 you, as far as you're aware, know what they might have  
 21 done or they definitely did not?  
 22 A. Well, I definitely think they didn't. I was involved  
 23 with the document, I did the document, and at the time  
 24 I was trying to find out, as a new member of staff to  
 25 the venue, what we currently had in place.

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1 Q. The document — I'm not going to go through it, others  
 2 have — you'll accept from me, will you, has a high  
 3 degree of medical information in it?  
 4 A. Yes.  
 5 Q. Or medical jargon, medical knowledge, whatever you want  
 6 to call it. Not the sort of thing (inaudible:  
 7 distorted) either yourself, you have your own expertise,  
 8 I don't mean to be rude, or someone involved with  
 9 buildings. Help us if you can, try and help us: where  
 10 did this information come from?  
 11 A. I don't know.  
 12 Q. It's a document created, on the face of it, by three or  
 13 so individuals who have no medical knowledge whatsoever,  
 14 isn't it?  
 15 A. It was a review of what had taken place or was at the  
 16 arena at the time when I arrived.  
 17 Q. And are you sure ETUK, Ian Parry or anyone connected to  
 18 them didn't have any input into this document  
 19 whatsoever?  
 20 A. No.  
 21 SIR JOHN SAUNDERS: Let's consider that for a moment. The  
 22 list of what first-aiders do, for example, where do we  
 23 imagine that would have come from?  
 24 A. I think it's part of the Purple Guide. I think — an  
 25 element of that will have come out of —

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1 SIR JOHN SAUNDERS: And was that included in the contract or  
 2 not?  
 3 A. We then — I don't know how much it's changed, but some  
 4 of this then went on to produce the medical tender,  
 5 which then went on to produce the contract.  
 6 SIR JOHN SAUNDERS: Okay, thank you.  
 7 MR COOPER: Again, a matter touched upon this morning that  
 8 I just want to examine with you in terms of the tender  
 9 again. Seven, as you have told us, did not respond.  
 10 A. Yes.  
 11 Q. Think carefully if you can. Did they give you reasons?  
 12 A. As I said, only one, which I think was the Red Cross,  
 13 did the courtesy of responding.  
 14 Q. And did Red Cross say, for instance, why they were not  
 15 interested in tendering?  
 16 A. I can't remember what they said at the time.  
 17 Q. Could some of them, all of them, have said that they  
 18 were not prepared to do it that cheaply?  
 19 A. No. They didn't give the — what we wanted from the  
 20 tender document is anybody — I would have loved the  
 21 Red Cross to come because they would have been  
 22 a fantastic benchmark.  
 23 Q. Yes. But the seven that did not respond, you simply do  
 24 not know why they did not respond?  
 25 A. No.

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1 Q. Did it cross your mind, and this is as far as I can put  
 2 it, that one of the reasons they didn't respond was  
 3 because they weren't prepared to do the work that  
 4 cheaply?  
 5 A. As I said this morning, the contract for the arena for  
 6 a medical company to have the guaranteed amount of work  
 7 that we were able to offer, I would suspect that  
 8 everybody who could deliver it would have wanted to have  
 9 been part of it.  
 10 Q. Can I take you back, please, to {INQ025121/1}, which is  
 11 the medical tender report. If we can go to the bottom  
 12 part of it. Let's try 7, 8 and 9 of that document, if  
 13 we can, Mr Lopez.  
 14 {INQ025121/7}. We'll go to the bottom, if we can.  
 15 Magnify it, please. Can we go, please, to -- I'm only  
 16 hesitating because my Opus has gone off as well. Scroll  
 17 upwards from the bottom, please. And again. Keep  
 18 scrolling, please.  
 19 {INQ025121/3}. One of the references made to the  
 20 companies -- there's no need to look at that -- of the  
 21 companies were that they were not the cheapest. Do you  
 22 remember that observation?  
 23 A. Yes.  
 24 Q. And that was considered to be a negative, is that right?  
 25 A. It's an element we have to take into consideration.

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1 Q. All right, I'll leave it there.  
 2 You indicated to us a little earlier on that you  
 3 were happy, and I'll use that expression, with the work  
 4 that ETUK had done on the night of the 22nd.  
 5 A. Yes.  
 6 Q. In fact, do you remember going to an awards dinner in  
 7 November 2017 where you received, I think, a wrestling  
 8 belt, wasn't it, for services provided to work at the  
 9 arena in the wake of this tragedy?  
 10 A. Yes.  
 11 Q. Was Mr Parry with you on that occasion?  
 12 A. Yes, I think he was.  
 13 Q. That may or may not be relevant for later. Mr Parry was  
 14 able in November 2017 to attend quite a lavish dinner  
 15 and awards ceremony.  
 16 A. No, it wasn't. It was a WWE event at the arena, and the  
 17 touring production, who have attended the arena every  
 18 year for the last 15 years, so we have a fantastic  
 19 relationship with, showed admiration to everybody  
 20 involved with the incident and they asked whether they  
 21 could donate a wrestling belt to everybody who had been  
 22 at the arena at the time. It was done 5 minutes before  
 23 the show started in the arena itself.  
 24 Q. And Mr Parry was there?  
 25 A. Yes.

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1 Q. And he was quite comfortable?  
 2 A. I assume so.  
 3 Q. And no doubt enjoyed the evening?  
 4 A. It was a 1-minute photo shoot.  
 5 Q. Thank you. As far as the numbers of medics or  
 6 paramedics or people provided by ETUK are concerned, on  
 7 any particular night in question, did the artist or  
 8 Live Nation have any impact on the numbers that would be  
 9 provided?  
 10 A. No.  
 11 Q. So no involvement at all, you say?  
 12 A. No.  
 13 Q. As far as the artist's rider is concerned?  
 14 A. No. Generally, if it was an artist's request via their  
 15 rider, and for example they required a doctor to come  
 16 and give a vitamin B12 jab, then they would ask us to  
 17 put them in contact with a local doctor.  
 18 Q. Can I ask you to look at your statement, please.  
 19 {INQ025577/20}, paragraph 81. Just familiarise with  
 20 that:  
 21 "In terms of the provision of medical personnel,  
 22 once the event rider is received from the promoter (this  
 23 can be received anything from 1 week to 3 months before  
 24 the scheduled event) a request is submitted by SMG to  
 25 Emergency Training in advance of each event confirming

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1 the number of required personnel. There is no  
 2 prescriptive requirement as to the number of medically  
 3 trained personnel for an event. We have, however,  
 4 always sought to provide a number of medical personnel  
 5 in excess of the arena's licence requirements which  
 6 stipulate that there must be an adequate number of staff  
 7 trained in first aid at every event. This assessment is  
 8 based upon industry guidance (the Purple Guide)."  
 9 And you go on to deal with matters that you've dealt  
 10 with with my learned friend.  
 11 It's just that opening that I was enquiring of you  
 12 about. It's:  
 13 "Once the event rider is received from the promoter,  
 14 a request is submitted by SMG to Emergency Training."  
 15 Can you just help us very briefly with how that  
 16 works? What is it, for instance, that the event rider  
 17 may say that influences what Emergency Training does?  
 18 A. Mainly timings, when the show is going to start so we  
 19 know when to book staff from. But also, for example, if  
 20 there is a high amount of pyrotechnics or things like  
 21 that, that might make us re-look at a certain area, but  
 22 once we've got all the event information, we then make  
 23 our decision based on that. But the majority of it from  
 24 that point of view is the fact that it gives us the show  
 25 times when people are arriving, and also it might be

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1 that they requested additional medics to deal with the  
2 load in and load out.  
3 Q. That's helpful. That clarifies that the event rider has  
4 absolutely nothing to do with the provision of medical  
5 personnel to assist the audience?  
6 A. Not the audience, no.  
7 Q. Thank you. The chair and my learned friend again  
8 touched upon this and dealt with the provision of  
9 ambulances or how ambulances might be provided. We  
10 heard from you that, again, guidance is given that it's  
11 important not to, my words, not anyone else's, not to  
12 overutilise NHS provision so far as possible.  
13 It would have been on the night, on 22 May 2017,  
14 helpful to have ambulance provision to take injured  
15 people from the arena as quickly as possible, wouldn't  
16 it? I'm asking for a reason, I'm putting it this way  
17 for a reason. Wouldn't it?  
18 A. If you had enough of them, yes.  
19 Q. Did ETUK at the time have a provision to legally treat  
20 and transport patients to hospitals local to the event  
21 that they covered?  
22 A. Yes, I believe they had an ambulance registered with the  
23 Care Quality Commission.  
24 Q. It's certainly something they provide now and I wanted  
25 to make sure that they did then. So ETUK did have

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1 a provision to "legally treat and transport patients to  
2 hospitals local to the event". Did they offer, when you  
3 were contracting with them, to provide that service  
4 should it be needed?  
5 A. Yes.  
6 Q. And you clearly didn't take them up on that offer?  
7 A. No, because it wasn't needed.  
8 Q. Well, how do you know that it might not have been needed  
9 in the future?  
10 A. Because it makes it very tricky that -- when do you use  
11 it? If you have one ambulance that is not tied into the  
12 North West Ambulance Service's control room, does that  
13 vehicle leave with the first broken arm or does it call  
14 for an ambulance to come and deal with that broken arm  
15 while their ambulance stays behind? It's better to have  
16 your medical team on site and call in additional  
17 services as needed.  
18 Q. Say, tragically, someone was very, very severely injured  
19 for whatever reason. Wouldn't it have been reassuring  
20 to the public to know that you had got an ambulance  
21 provided by ETUK to take them immediately to hospital,  
22 to probably save their lives?  
23 A. Yes, the problem is about a private ambulance that  
24 because they're not tied into the North West Ambulance  
25 Service's control room you might be taking them to the

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1 wrong A&E department that doesn't specialise in that  
2 particular thing.  
3 Q. How much extra money would it have cost you to have that  
4 provision from ETUK?  
5 A. I don't know.  
6 Q. Well, think. Clearly it was raised with you at the time  
7 from the way you have answered the question.  
8 A. I think maybe £40 or £50 a show.  
9 Q. Over a year, how much would it have cost?  
10 A. A couple of thousand pounds maybe.  
11 Q. A couple of thousand pounds to have an ambulance  
12 available should, in extremis, an injured person need to  
13 be urgently taken to hospital?  
14 A. Yes.  
15 Q. Did it cross your mind to have that ambulance available?  
16 A. We had that on site for every show. Ian brought an  
17 ambulance with him for every show but we didn't use it  
18 as part of our numbers as I have explained previously.  
19 How far -- for example, I don't know if the chair, if  
20 you remember the Rangers match where the city centre got  
21 overrun by Rangers football fans. So our contingency --  
22 fortunately, we didn't need to use it on that occasion,  
23 but Ian Parry had his ambulance on site and, had we  
24 needed to move anybody urgently, we would have used that  
25 resource.

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1 SIR JOHN SAUNDERS: You're saying there was an ambulance on  
2 site?  
3 A. There was an ambulance on site.  
4 SIR JOHN SAUNDERS: And it is what Ian Parry used to get  
5 around in?  
6 A. Exactly.  
7 SIR JOHN SAUNDERS: But you weren't actually paying for it  
8 as (overspeaking) as an ambulance for your benefit?  
9 A. We weren't using it as part of our numbers or to our  
10 benefit but we had this agreement with Ian that if, for  
11 example, we had a show on the night of that Rangers  
12 event -- I think if I recall rightly it was  
13 Katherine Jenkins, had anything needed -- because we  
14 knew by that time the city centre was pretty much in  
15 trouble, we knew if we had any issues, we had a method  
16 to get somebody to a hospital.  
17 SIR JOHN SAUNDERS: Right. I just want you to reconsider  
18 your answer about one of the reasons for not having  
19 a private ambulance is not knowing which A&E to go to.  
20 A. It's more to do with the ability for an ambulance to  
21 know where to go to and also for them to warn people  
22 that they're coming. For example, if a private  
23 ambulance turns up at an A&E, they'd have no prior  
24 warning, so they haven't had the METHANE method to say,  
25 "We're 2 minutes away, get the resuscitation equipment

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1 ready for us", that sort of thing.  
 2 SIR JOHN SAUNDERS: Right.  
 3 MR COOPER: So there was an ambulance available, for  
 4 instance, on the 22nd?  
 5 A. Yes.  
 6 Q. Well, did anyone tell anyone, here's another ambulance?  
 7 A. Ian had moved into the — was dealing with patients in  
 8 the City Room area.  
 9 Q. So did that ambulance get deployed on the night?  
 10 A. No.  
 11 Q. Why not?  
 12 A. Because it was — by then the North West Ambulance  
 13 Service had deployed all of their ambulances.  
 14 Q. I'm sure they had deployed all their ambulances, that's  
 15 another matter, but you have a spare ambulance in your  
 16 control that you don't deploy.  
 17 A. It was Ian's to deploy. We didn't deploy it.  
 18 Q. No, no, SMG's responsibility. SMG have a spare  
 19 ambulance on the night of 22 May, in this desperate  
 20 situation, and you didn't deploy it?  
 21 A. I didn't, no.  
 22 Q. No one in SMG deployed it?  
 23 A. No, it wasn't ours to deploy.  
 24 Q. No one in ETUK deployed it?  
 25 A. I don't believe they did, no.

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1 Q. Who SMG contracted. Let's just take all the roads back  
 2 to Rome. ETUK are contracted by SMG, the buck stops  
 3 with you. Why didn't SMG deploy an ambulance on the  
 4 night of 22 May?  
 5 A. Because the ambulance crew went in to the City Room to  
 6 assist.  
 7 Q. So what? There's an extra ambulance here, what  
 8 provision did that ambulance have on it? Tourniquets?  
 9 A. All of the equipment was taken up to the City Room.  
 10 Q. Who by? How do you know?  
 11 A. I presume by Ian.  
 12 Q. You presume? So you're presuming all the equipment was  
 13 taken up by Ian Parry. Let's be clear about that,  
 14 please. You're presuming that, you don't know that,  
 15 do you?  
 16 A. No.  
 17 Q. Did that ambulance for instance have a tourniquet on it?  
 18 A. I don't know.  
 19 Q. Did it have trauma packs or blankets or the stuff that  
 20 these people needed?  
 21 A. I don't know.  
 22 Q. Did you think or anyone think, "We've got an extra  
 23 ambulance here and the situation is critical, let's use  
 24 it"?  
 25 A. No.

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1 Q. Why not?  
 2 A. Because it wasn't tied into the North—West Ambulance  
 3 Service.  
 4 Q. I simply do not understand, with the leave of the court,  
 5 why an ambulance, fully equipped (overspeaking)?  
 6 A. I'm not sure it was fully equipped.  
 7 Q. Then what is it doing there in the first place? SMG  
 8 then have an ambulance which is not fully equipped?  
 9 A. It was the car that Ian used to transport but it was an  
 10 ambulance registered with the Care —  
 11 Q. So it's an ambulance car?  
 12 A. Yes.  
 13 Q. Is it being used as an ambulance or simply Ian Parry's  
 14 personal form of transport?  
 15 A. I don't know.  
 16 Q. But it's there and no one made any enquiries to what  
 17 equipment it had on it during the course of this  
 18 tragedy?  
 19 A. No.  
 20 Q. And did anyone at any stage, as far as you're aware, say  
 21 to themselves, "SMG, through ETUK, have an emergency  
 22 vehicle which may or may not have emergency equipment on  
 23 it, which could transport injured people to hospital"?  
 24 Did anyone say to themselves, "Let's use it"?  
 25 A. No because Ian was up in the City Room.

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1 SIR JOHN SAUNDERS: Okay. Let's just stop for a moment.  
 2 I've got the point. We will make enquiries during the  
 3 rest of chapter 10, if necessary, as to whether  
 4 a private ambulance could have been used in conjunction  
 5 with NWS ambulances on the night.  
 6 MR COOPER: First aid room.  
 7 A. Yes.  
 8 Q. There's actually a picture of this first aid room. Can  
 9 we look at it, please? {INQ001749/1}. That's the  
 10 first aid room, isn't it?  
 11 A. Yes.  
 12 Q. That's the first aid room catering for potentially  
 13 21,000 people?  
 14 A. Yes.  
 15 Q. Are you saying that's adequate?  
 16 A. I'm saying that that's what we have and we use that in  
 17 conjunction with triage points around the arena.  
 18 Q. How many beds or couches does it have?  
 19 A. There's two in there, I believe.  
 20 Q. Two. We see there's a cylinder there. That's oxygen,  
 21 is it or what?  
 22 A. I don't know.  
 23 Q. You don't know? Who would know about exactly what was  
 24 in this first aid room?  
 25 A. Emergency Training.

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1 Q. Mr Parry?  
 2 A. Mr Parry, yes.  
 3 SIR JOHN SAUNDERS: Or hopefully the gentleman coming  
 4 tomorrow?  
 5 MR COOPER: Maybe, sir.  
 6 The first aid room then, so the responsibility for  
 7 what was in it is ETUK's?  
 8 A. Yes.  
 9 Q. Ultimately, though, SMG, but --  
 10 A. Yes. So we, as part of the contract with them, we put  
 11 a certain level of equipment in there, and they -- not  
 12 subsidise, but added to that to ensure they had what  
 13 they needed.  
 14 Q. As far as you're concerned, as SMG responsible for ETUK,  
 15 ETUK had indicated to you that this room was perfectly  
 16 adequate to cater for a venue which could house 21,000  
 17 people?  
 18 A. That was how it was built and that was how it was  
 19 designed. Its location is ideal, it was next to the  
 20 Whiskey Control, and it had all the requirements needed  
 21 for a room like that.  
 22 Q. The capacity of this, like many of us, I have visited  
 23 it, other members of this inquiry have visited it, it's  
 24 effectively -- it can cater for two people maximum at  
 25 one go?

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1 A. Yes.  
 2 Q. And in terms of the size, it's basically from the wall  
 3 where the screen is behind you to perhaps where  
 4 Mr Atkinson is sitting, that's about the length of it,  
 5 isn't it?  
 6 A. Yes, possibly, yes.  
 7 Q. It's small, isn't it?  
 8 A. Yes.  
 9 Q. With hindsight, do you think, given the alerts at the  
 10 time, the severe level the nation was in at the time,  
 11 all that that we know, some thought might have been  
 12 given to at least providing something which larger than  
 13 catered (sic) for two people on this night when 14,000  
 14 were in the premises?  
 15 A. This had worked for us since the building had opened.  
 16 It was how it was designed. I can only go with what the  
 17 design at the time was.  
 18 Q. Can I suggest to you that is not right. Simply because  
 19 a building is designed during one period of non-crisis,  
 20 one can design it and redesign it. I'm asking you: was  
 21 any consideration given during this particular period of  
 22 time, in 2017, any consideration given by SMG, or indeed  
 23 ETUK, to increasing the facility from simply two couches  
 24 to cater for, on this night, over 14,000 people?  
 25 A. It didn't need to be.

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1 Q. It didn't what?  
 2 A. It didn't need to be.  
 3 SIR JOHN SAUNDERS: Do you mind if I ask a more general  
 4 question if I'm not interrupting the flow.  
 5 You know exactly what medical provision you've got.  
 6 In 2015, the new wave of attacks, and you as a company  
 7 knew that you were at risk and you knew the national  
 8 risk level. Did you ever sit down, SMG, ETUK, and say:  
 9 look, this may happen, we can't ignore it, there may be  
 10 a bomb in our premises or close to them, which is going  
 11 to cause lots of casualties? Clearly, you were not  
 12 going to be able to be in a position to deal with all  
 13 the casualties created by what happened on this night.  
 14 But what you could do is try and put things in place  
 15 which would deal with the situation as best you could  
 16 and save as many people in those immediate times before  
 17 the emergency services can arrive. And as we've heard,  
 18 there can be causes for delay for the emergency  
 19 services. So did you ever actually sit down and plan  
 20 for that and think, "What do we need"?  
 21 A. I think we had that as part of our overall plan for all  
 22 of it, you know, all the things we did post-Bataclan and  
 23 around that time. All of those elements were things  
 24 that we considered. We knew that -- and I think Miriam  
 25 puts it in his statement -- that there would have been

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1 a period of time when we were on our own. Now, we hoped  
 2 it would be for a short period of time, but we worked on  
 3 the assumption that it would be 15 to 20 minutes and  
 4 I think that of that sheer size and magnitude of that  
 5 event, that was the ultimate issue.  
 6 SIR JOHN SAUNDERS: You're amateurs, if you don't mind me  
 7 saying so, about medical care, so did you get an expert  
 8 and say, "Look, this is a potential situation, what do  
 9 we need, tell us what we need to have here and what we  
 10 need in terms of staff"?  
 11 A. No. Only in terms of anything that the Ambulance  
 12 Service or part of our multi-agency meetings, where they  
 13 said, "We know what you do, we don't believe it's good  
 14 enough, it should be A, B, C, D".  
 15 SIR JOHN SAUNDERS: Okay, but the multi-agency meeting, you  
 16 actually have to generate the discussion, you have to  
 17 actually say, don't you, "Look, we're really worried  
 18 about Bataclan, you tell us, NWAS, you're going to be  
 19 the first on the scene, what should we do in the  
 20 meantime and how should we plan for it"? Was that ever  
 21 raised at a meeting?  
 22 A. Not that I can recall, no.  
 23 SIR JOHN SAUNDERS: Had you had expert advice -- I know it's  
 24 all with the benefit of hindsight, but had you had  
 25 expert advice you may have been much better prepared

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1 in the sort of training your staff had, what they were  
 2 doing?  
 3 A. Maybe. Part of the thing that we're doing now is we're  
 4 now looking at what could we do better, and that's the  
 5 area that we're concentrating on.  
 6 SIR JOHN SAUNDERS: And obviously everyone's very glad  
 7 you're doing that. The question does always arise,  
 8 of course if you're doing something now, why didn't you  
 9 do it before? To which your answer is: we didn't  
 10 realise it was going to happen. Did anyone really  
 11 think, "This could happen to us"?  
 12 A. I believe that everybody thinks it can happen to them at  
 13 some point, yes.  
 14 SIR JOHN SAUNDERS: Okay.  
 15 MR COOPER: Did NWAS ever raise it of their own accord,  
 16 regardless of being asked by you, at these meetings that  
 17 NWAS attended? For instance, did they ever raise with  
 18 you, "I think your medical provision needs to be  
 19 upgraded now"?  
 20 A. No, they didn't.  
 21 Q. Were they aware, for instance, NWAS, of this first aid  
 22 room?  
 23 A. Yes, because they, (1), they came to the meetings and  
 24 will have seen that, and some of the meetings that took  
 25 place actually took place in the room next to it, and

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1 also, they of course, when we had the — for example, in  
 2 2016, when we had nine ambulances, that's where their  
 3 records tell them to report to.  
 4 Q. So effectively, on the one side you're not asking the  
 5 question, on the other side NWAS aren't raising the  
 6 issue, and therefore nothing gets done?  
 7 A. Possibly.  
 8 Q. As far as stretchers are concerned, after the tragedy on  
 9 the 22nd, did ETUK recommend that more stretchers should  
 10 be made available?  
 11 A. No.  
 12 Q. They didn't?  
 13 A. No, I don't believe they did.  
 14 Q. Was there ever any discussion between SMG and ETUK about  
 15 increased provision of stretchers?  
 16 A. Only in the post, what's it called — we did have the  
 17 blanket stretchers, I think we purchased 50 of the —  
 18 I think they're called canvas stretchers.  
 19 Q. There was, and you've been taken to it, the series of  
 20 emails between Miriam Stone and Mr Parry concerning the  
 21 stretchers. How much money did you save by not going  
 22 for the "all-singing all-dancing" stretchers, but going  
 23 for maybe the lesser sort? How much money did you save?  
 24 A. In the event we didn't go for any of those, we went for  
 25 the couches because they were deemed as the best and

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1 most suitable things we needed for our needs.  
 2 Q. Were they the cheapest option as well?  
 3 A. I don't know. I wasn't involved in that.  
 4 Q. It's right to say, isn't it — and I'm coming to a close  
 5 now — that at the time that we're talking about,  
 6 first aid rooms, stretchers, and perhaps being prepared  
 7 for the tragedy that happened, SMG were making a lot of  
 8 money, weren't they? A dividend, for instance, of  
 9 £3 million was paid out in 2015? SMG were doing very  
 10 well? And yet, they are scrounging around, aren't they,  
 11 to save money on stretchers? I won't go back over  
 12 chapter 7, but it's a continuation of that theme,  
 13 scrounging around to save pennies when in actual fact,  
 14 SMG could well afford to pay for this without any big  
 15 debate going on about it. Would you agree?  
 16 A. We put everything in place that we needed.  
 17 Q. Look, for instance, at the email traffic between  
 18 Miriam Stone and Ian Parry about the stretchers. Did it  
 19 really need that big debate about getting stretchers for  
 20 members of the public, given the millions of pounds that  
 21 SMG were making?  
 22 A. Everything has a process. People do not hand things out  
 23 without having reason to do so. So there has to be  
 24 a reason for anything to be signed off.  
 25 Q. Unseemly, isn't it?

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1 SIR JOHN SAUNDERS: I think I've got the point.  
 2 MR COOPER: What I'm putting to you, really, in conclusion,  
 3 and it's really going back to where we all started back  
 4 in chapter 7 — I suggested to you back in chapter 7  
 5 when it came to security that SMG were passive, they  
 6 were complacent and they waited for things to happen  
 7 when it covered security. I'm putting the same to you  
 8 again, that SMG were passive and they were complacent  
 9 and reactive when it came to the provision of medical  
 10 emergency provision, weren't they?  
 11 A. No.  
 12 Q. The same malaise, I put it to you, that bedevilled SMG  
 13 in security bedevilled SMG when it came to medical  
 14 provision, didn't it?  
 15 A. No.  
 16 Q. Penny-pinching?  
 17 A. No.  
 18 MR GREANEY: Sir, we do have one final questioner, which is  
 19 Mr Taylor on behalf of SMG. Could I ask him how long he  
 20 anticipates being, which enables us to judge whether or  
 21 not we need to have a break at this stage. We are in  
 22 his hands.  
 23 SIR JOHN SAUNDERS: Mr Taylor, we're in your hands,  
 24 apparently.  
 25 MR TAYLOR: I anticipate maybe 15 to 20 minutes.

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1 SIR JOHN SAUNDERS: We'll break for 10 minutes.  
 2 (4.50 pm)  
 3 (A short break)  
 4 (5.00 pm)  
 5 MR GREANEY: Sir, I'll ask — there he is.  
 6 SIR JOHN SAUNDERS: Mr Taylor.  
 7 Questions from MR TAYLOR  
 8 MR TAYLOR: [No audio].  
 9 SIR JOHN SAUNDERS: We can't hear you at the moment,  
 10 Mr Taylor.  
 11 MR TAYLOR: I was trying to say, I want to take you back,  
 12 please, to the Purple Guide and to start with, that  
 13 first edition, the Health and Safety Executive's version  
 14 that you were taken to, and I think it was Mr Atkinson  
 15 who put the front page of it on screen.  
 16 You've explained already, I think, that the HSE  
 17 ownership of this document was then handed to the  
 18 private industry, the Events Industry Forum, and you  
 19 said earlier that was around 2014 or 2015.  
 20 A. Yes, that's correct.  
 21 Q. And it followed from that that the version you were  
 22 using when you were carrying out this tender exercise in  
 23 2006 was the HSE version?  
 24 A. Yes, that's correct.  
 25 Q. And that one was dated 1999 and not updated until after

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1 it moved to the Events Industry Forum; is that right?  
 2 A. Yes, I believe so.  
 3 Q. We did look at the first page of it, but can I ask to  
 4 have on screen the first page of chapter 20,  
 5 {INQ001452/126}.  
 6 Just to deal with a query the chair had earlier, and  
 7 you mentioned that some of the document refers to events  
 8 other than single-day indoor arena events, but often to  
 9 festivals or outdoor events. Can we see there,  
 10 reference to those outdoor events in paragraph 714?  
 11 A. Yes.  
 12 SIR JOHN SAUNDERS: And 713 as well, actually, as it  
 13 happens.  
 14 MR TAYLOR: Yes, thank you, sir. Particularly in  
 15 paragraph 713, one condition there, which may not be  
 16 relevant to indoor events at the arena is sunstroke,  
 17 isn't it?  
 18 A. Yes. That's correct, and also things like bee stings or  
 19 that sort of thing.  
 20 Q. And at paragraph 715 — and this is the only page of  
 21 this that I want to look at at the moment — there's  
 22 reference to a statistic of 1% to 2% of eventgoers  
 23 seeking assistance during an event, and that compares  
 24 somewhat differently to the statistics you had at the  
 25 arena, doesn't it, Mr Allen?

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1 A. Yes. I regularly have stats of 0.01% to 0.06%.  
 2 Q. Okay. Thank you, we can take that document down now,  
 3 please.  
 4 You said earlier, but I'll just confirm, have you  
 5 ever understood the Purple Guide, in terms of this  
 6 chapter at least, to be mandatory or prescriptive in  
 7 terms of its advice?  
 8 A. It's prescriptive. We use it to assist us along with  
 9 other things.  
 10 Q. And we've had now the 2015 edition. Can I ask that that  
 11 goes up, please. {INQ041126/2}.  
 12 Can we please crop into 5.4? The guide then talks  
 13 about ensuring that the spectrum of care is commensurate  
 14 with the size of the event and a few sentences in:  
 15 "At a small low-risk event, it is likely that  
 16 provision will be first aid based. At larger or  
 17 prolonged events consideration should be given to the  
 18 provision of an on-site pharmacy."  
 19 So recognition there that events may be small to  
 20 large and short to long?  
 21 A. Yes, that's correct.  
 22 Q. Do you remember, I won't ask for it again, Mr Atkinson  
 23 brought up the table at the back of this chapter? There  
 24 we saw that small events were defined as up to 10,000,  
 25 and large events at greater than 50,000?

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1 A. Yes.  
 2 Q. Can we go over the page, please? {INQ041126/3}. This  
 3 time, paragraph 5.8, which just recognises that for some  
 4 events there will be a need for just a few first aiders  
 5 working from a suitable base and in other cases several  
 6 first aid posts, ambulances and a site hospital may be  
 7 required.  
 8 A. Yes.  
 9 Q. Please, can we look at {INQ041126/8}. Just in the  
 10 middle of the page, just the heading, there's reference  
 11 to a 4-wheel drive capability for ambulances and air  
 12 ambulances and helicopters. Are these the sorts of  
 13 guidance that you were referring to earlier that suggest  
 14 to you the guide is talking about events that are  
 15 festivals or out in the open air?  
 16 A. Yes, exactly, and I would probably say something like  
 17 Glastonbury Festival, which is 50 to 60 miles away from  
 18 a major hospital and has 200,000 to 300,000 people on  
 19 site, and runs for long periods of time and has  
 20 campsites and has all of those —  
 21 SIR JOHN SAUNDERS: I think we can all well understand that.  
 22 But on the other hand, you're not saying the  
 23 Purple Guide exclusively deals with outside, you are  
 24 saying you're following the guidance itself?  
 25 A. Yes.

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1 SIR JOHN SAUNDERS: So you probably have to pick and choose  
 2 from the guidance. Are you saying that for arenas like  
 3 you, the guidance by terms of medical provision is  
 4 inadequate? So are you saying that — suggesting in my  
 5 report I should invite someone to give more guidance  
 6 available to firms like yours as to the proper amount of  
 7 medical provision?  
 8 A. Yes, you could.  
 9 SIR JOHN SAUNDERS: I certainly could; should I?  
 10 A. Yes, probably, and also if changes take place to  
 11 documentation, that that information is not just  
 12 drip-fed through but is sent to governing bodies, for  
 13 example the National Arenas Association, the Concert  
 14 Promoters Association. There is a new governing body  
 15 that brings all those people together that has come into  
 16 play over the last couple of months, called LIVE. Those  
 17 are the sort of places that information from things like  
 18 citizenAID that I know we've seen evidence from, those  
 19 are the sort of reports that should be going to those  
 20 organisations so that they can be flagged to  
 21 organisations like myself.  
 22 SIR JOHN SAUNDERS: It might be said, "Well, they could do  
 23 it themselves", and your trade organisation, as it were,  
 24 could be doing it to provide it for the trade.  
 25 A. Yes.

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1 SIR JOHN SAUNDERS: Okay. Sorry to interrupt, Mr Taylor.  
 2 MR TAYLOR: No, sir. We've also got a later edition of the  
 3 Purple Guide that's in the disclosure and that's the  
 4 2018 version. Perhaps it might help to look at that  
 5 now. {INQ020216/1}.  
 6 I'm looking for paragraph 5.4, please. There it  
 7 says:  
 8 "The best way to medically identify the needs of an  
 9 established event is to look at the quantity and type of  
 10 incidents that have happened previously."  
 11 It refers to the matrix assessment tool, but:  
 12 "[It] should only be used as a guide as all events  
 13 need a specific assessment of their requirements. Some  
 14 events will need more staffing than the matrix suggests,  
 15 some will need less. In each case the organiser just be  
 16 able to justify why the chosen level of staffing is  
 17 appropriate to that particular event."  
 18 So two points I want to ask you about that.  
 19 Firstly, the advice that the best way is to look at the  
 20 history and quantity and types of events. How does that  
 21 compare with what was happening in the arena in 2017?  
 22 A. Yes, we were reviewing what had been there before, so  
 23 the type of concerts that we'd had and the type of  
 24 incidents that had taken place.  
 25 SIR JOHN SAUNDERS: I just want again to come in. I well

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1 understand how on a day-to-day basis you can look at  
 2 what's going on at all the other concerts and decide  
 3 what you need. But you were aware, you have told me, of  
 4 a one-off terrorist attack which you're not going to  
 5 have past information about to guide you, so there's  
 6 limitations in that guidance, isn't there?  
 7 A. Yes —  
 8 SIR JOHN SAUNDERS: And if you just do it on the basis of  
 9 what has happened in the past, you won't be providing  
 10 anything for these sort of events.  
 11 A. No.  
 12 MR TAYLOR: While we're on this page, Mr Allen, you were  
 13 asked about seeking maybe independent or expert help  
 14 when conducting the tender process in 2006. Are you  
 15 aware of any requirement in the Purple Guide then that  
 16 recommended getting such advice when putting out to  
 17 tender?  
 18 A. No. I don't think there was any advice at that time to  
 19 do so.  
 20 SIR JOHN SAUNDERS: I'm sorry, Mr Taylor, for interrupting  
 21 you.  
 22 Why do you need to have advice to do that? You know  
 23 nothing about medical provision, do you — that's not  
 24 being rude — nor did any of the people carrying out the  
 25 interviews? Don't you think it would have been a good

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1 idea to have someone on the interview panel who actually  
 2 knew something about it?  
 3 A. Yes.  
 4 SIR JOHN SAUNDERS: Mr Taylor, I'm sorry to backtrack on  
 5 your questions, but you'll understand I have to do  
 6 a report at the end of this, so I need to know.  
 7 MR TAYLOR: I understand, sir. It's actually establishing  
 8 what was in the guidance rather than anything else.  
 9 SIR JOHN SAUNDERS: No, I understand that.  
 10 MR TAYLOR: One can see paragraphs 5.6 and 5.7 and then,  
 11 over the page, please, {INQ020216/2}, what other advice  
 12 is given, but I won't ask any more about it and it's  
 13 there for your reference, sir.  
 14 SIR JOHN SAUNDERS: Thank you.  
 15 MR TAYLOR: In terms of training and qualifications, perhaps  
 16 it's worth going back to 1999 because that is — the  
 17 Purple Guide 1999 because that is the version you were  
 18 looking at in 2006, Mr Allen.  
 19 If we can, please, now go to {INQ001452/134}. It's  
 20 paragraph 765.  
 21 At that time, the guide is defining a first aider  
 22 as:  
 23 "A person with a certificate of first aid competency  
 24 issued by a voluntary aid society, which would include  
 25 the St John's Ambulance."

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1 And then at 766:  
 2 "The completion of Health and Safety at Work does  
 3 not necessarily qualify a person as competent to  
 4 administer first aid to members of the public."  
 5 The guidance at that time, Mr Allen, didn't  
 6 recommend or specify an alternative qualification, did  
 7 it?  
 8 A. No, I don't believe it did.  
 9 Q. And then to compare, please, with 2015, that's  
 10 {INQ041126/10}. It's at the bottom of the page, please:  
 11 "A first aider is a person who holds a current  
 12 certificate in first aid competency issued by an  
 13 organisation that meets the HSE guidelines on first aid  
 14 training."  
 15 And a link is given there.  
 16 It's right, isn't it, Mr Allen, ETUK were an  
 17 organisation authorised or approved by the HSE to  
 18 provide first aid training?  
 19 A. Yes, they were.  
 20 Q. And they in fact did provide first aid training to arena  
 21 staff, such as Mr Worsley and Mr Clarkson, as you  
 22 mentioned earlier?  
 23 A. Yes.  
 24 Q. I think you also mentioned to Mr Cooper that ETUK were  
 25 registered with the Care Quality Commission, at least by

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1 the time of 2017?  
 2 A. Yes, they were.  
 3 Q. And to complete this comparison with the 1999 version,  
 4 if we can go over the page, please, to {INQ041126/11}.  
 5 At the top of the page:  
 6 "The holding of a Health and Safety at Work or  
 7 three-day First Aid at Work certificate does not in  
 8 itself qualify a person as competent to administer  
 9 first aid to the public at events."  
 10 Again, there's no named alternative nationally  
 11 recognised qualification; is that right?  
 12 A. Yes, I believe so, yes.  
 13 Q. You talk in your witness statement about the tender and  
 14 the pitch that Mr Parry gave you. Was it your  
 15 understanding that there were higher than minimum  
 16 qualifications held by the ETUK medics?  
 17 A. Yes, we expected them to be higher than -- well, we gave  
 18 the guide of what they should be and we expected them to  
 19 be at least that, if not higher. I know that Ian  
 20 regularly put his team and also my team on a defib --  
 21 additional training for defib training.  
 22 SIR JOHN SAUNDERS: Can we take the document down, please?  
 23 MR TAYLOR: Thank you, sir.  
 24 There is a document in the ETUK tender I'd just like  
 25 to look at for a moment. It's at {INQ040492/53}.

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1 This is part of the tendering documents, the third  
 2 paragraph:  
 3 "Each individual member of our staff has their own  
 4 expertise to pass on to others regardless of seniority  
 5 or current occupation."  
 6 And then there's an example given of a qualified  
 7 nursery nurse. I realise this document, Mr Allen, was  
 8 back in 2006, but does that reflect the understanding  
 9 you had from the tendering process and the pitch that  
 10 you were given about there being those with greater  
 11 qualifications than what were described as the minimum?  
 12 A. Yes, and also what they did is they buddied people up,  
 13 so senior medics or more experienced medics would be  
 14 partnered up with less senior medics. So generally, the  
 15 teams would work in pairs.  
 16 Q. Thank you. That document can come down now.  
 17 There were some other documents I wanted to take you  
 18 to, but in the time that's been made available over the  
 19 break, I've realised they've already been put up, so  
 20 I won't take them to Mr Allen now, but they are there to  
 21 be referred to if necessary.  
 22 I just want to ask you finally, Mr Allen, about  
 23 ambulances and specifically NHS ambulances. You already  
 24 mentioned, as we knew from chapter 7, about the  
 25 multi-agency planning meetings and that NWAS were

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1 invited to those meetings.  
 2 A. Yes, that's correct.  
 3 Q. And I think you've already explained -- well, perhaps  
 4 I'll check in case I was unclear about it. As far as  
 5 you were aware, during those meetings, was there any  
 6 feedback ever from NWAS that they felt they should be  
 7 present in some capacity at every event?  
 8 A. Not that I'm aware of. When they had the meetings,  
 9 Ian Parry and North West Ambulance generally sat  
 10 together and so I wasn't party to any discussions, but  
 11 I also -- it didn't come out into the wider group.  
 12 Q. In terms of whether the arena was using the  
 13 Ambulance Service too much or placing too much of  
 14 a strain on the Ambulance Service, were there any  
 15 complaints from NWAS during these meetings about the  
 16 occasions you'd used an ambulance or called an  
 17 ambulance? I think you said it was nine times in 2016.  
 18 A. No, there was never any complaint considering that  
 19 we were having nearly a million people coming into city  
 20 centre Manchester per year.  
 21 MR TAYLOR: Thank you, Mr Allen. Thank you, sir. Those are  
 22 my questions.  
 23 SIR JOHN SAUNDERS: Thank you very much, I'm grateful.  
 24 Further questions from MR GREANEY  
 25 MR GREANEY: Sir, if you can bear with me for 5 minutes,

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1 there are one or two pages of the contractual material  
 2 I would like to take you to.  
 3 Could we have on the screen, please, Mr Lopez,  
 4 {INQ040492/1}. There is the contract. We can see  
 5 1 June 2007.  
 6 {INQ040492/5}, please, Mr Lopez. Enlarge the  
 7 interpretation section at the bottom half, please:  
 8 "In this agreement, unless the context otherwise  
 9 requires, any recitals and schedules form part of this  
 10 agreement and references to this agreement include  
 11 them."  
 12 We'll go to two schedules. First of all, page 24,  
 13 please {INQ040492/24}. This will be schedule 1, the  
 14 invitation to tender that we looked at earlier. If we  
 15 go to {INQ040492/26}, please. In the top half we can  
 16 see that the term that we've spent a considerable time  
 17 looking at during the evidence is there within the  
 18 schedule number 1.  
 19 {INQ040492/31} next, please. This is schedule 2,  
 20 the tender. Would you go, please, to {INQ040492/35}.  
 21 This is the tender of ETUK.  
 22 Sir, you can see that the tender document of ETUK is  
 23 signed not by Mr Parry but instead by Ann Dain, the  
 24 company secretary, and Tanya Parry, a director of the  
 25 company.

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1 Sir, those are the only matters that we wish to deal  
 2 with at this stage. That concludes the evidence subject  
 3 to any questions that you have of Mr Allen and it  
 4 concludes the evidence for today.  
 5 SIR JOHN SAUNDERS: Thank you very much, Mr Allen. You've  
 6 again been here for a long time in the witness box.  
 7 Thank you for the assistance you've given me.  
 8 What time are we starting tomorrow?  
 9 MR GREANEY: 9.30, please, with Mr Billington.  
 10 (5.24 pm)  
 11 (The inquiry adjourned until 9.30 am  
 12 on Wednesday, 21 April 2021)  
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1 I N D E X  
 2  
 3 Witness statement of PHILIP DICK .....1  
 4 (read) (summarised)  
 5  
 6 Witness statement of ROBERT POTTER .....6  
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 9 Witness statements of JOANNE .....14  
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