

Monday, 29 September 2025

(11.00 am)

SIR ADRIAN FULFORD: Yes, Mr Moss.

MR MOSS: Thank you, sir. Good morning. The first witness who we will turn to in a moment is Jennifer Scholes. Sir, as you know, the Inquiry was quite rightly put on notice that our second witness for today, Leanne Lucas, is not fit to give evidence.

As I say, we received notice of that late yesterday afternoon in the first instance and, as soon as it was practicable, we advised all of the Core Participants.

With your permission, sir, what we will do in relation to Ms Lucas' evidence is this: instead of calling her as a live witness in relation to the security aspects, which is what we're dealing with today, I will provide what I hope will be a relatively full summary of her evidence on those issues and we will then seek to see, if practicable and if appropriate, having regard to her vulnerabilities, if Ms Lucas is able to provide an additional witness statement to address in writing those areas of questioning and clarification that I would otherwise have had for her.

So, sir, that's the approach, with your permission, that we intend to take.

SIR ADRIAN FULFORD: Yes, certainly. Thank you very much.

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again, we don't need to put it up but we know that on the third page of that statement you signed it on 15 August this year and, again, is that second statement true to the best of your knowledge and belief?

A. It is, yes.

Q. Thank you. Mrs Scholes, you have heard what the Chair has said about your evidence. Two points from me, just as a reminder. First of all, by order of the Chair it will only be me asking you questions, all right, and, secondly, we will break on the hour but, if you need an additional break at any time, you must please just say so and we will break immediately. All right?

A. Yes. Thank you very much.

Q. Thank you. We are calling you to assist the Inquiry because you were the tenant of The Hart Space, but you tell us in paragraph 3 of your first statement, JSC000003 at page 1, that your current employment is as a Health and Inequalities Community Engagement Lead and I think that's with NHS Cheshire and Merseyside Integrated Care Board; is that right?

A. It is, yes.

Q. Just tell us a little bit about what that job entails because, to the uninitiated, the title of it doesn't really explain what it is, so just tell us what it is that you do now.

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MR MOSS: So I just wonder if I may call Jennifer Scholes and, Mrs Scholes, I'm just going to start by asking if you can take the oath or affirmation. Because you are giving evidence remotely, you can remain sat down for that.

JENNIFER SCHOLES (affirmed)

SIR ADRIAN FULFORD: Mrs Scholes, can I repeat what I know Mr Moss has said to you, which is, in essence, although this will seem absurd, don't be nervous. Really you have nothing to worry about in terms of the questioning that is going to take place this morning. All right.

A. Thank you.

MR MOSS: Just start by giving us your full name, if you would, please.

A. Mrs Jennifer Louise Scholes.

Q. Thank you. If we could have on screen, please, JSC000003 at page 1. This is your first and main statement to the Inquiry and we don't need to bring it up but, on the final page, we can see that you signed it on 26 July of this year, Mrs Scholes, and is that statement true to the best of your knowledge and belief?

A. It is.

Q. Thank you. If we could have on screen, please next, your second statement, which we have at JSC000015, you very helpfully provided a second witness statement and,

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A. So I go to different groups in the community around women's health and maternity services, so breast feeding groups, other children's classes, and we gather information and obtain feedback about the services that are currently in the community and potential services and to see where -- to see how services could be improved and what people really want, so I attend baby classes and toddler -- mother, children's events nearly every day of the week that I'm in work.

Q. Have I understood correctly: in that employment you are not taking the groups yourself but you are visiting them, seeing what they do? Do you offer advice to those running the groups or feedback on what is happening? How does it work?

A. No, so with my NHS employment, I'm employed through the NHS to go, as a Community Engagement Lead, into different places, so they would also include places of worship as well, cultural centres. So I go in, speak to service users about what they would like and what their feedback is on the services for things like perinatal pelvic health, smoking in pregnancy service, sort of things like that, to do with women's health and maternity.

Q. Thank you. So should we understand that an advantage for the Inquiry is that you have a lot of exposure to

4

1 classes being run in different types of venue?

2 **A.** Yes, so I go to, as I say, places of worship, different

3 cultural places, libraries, children's centres, lots of

4 multi-use venues, and they are hosting lots of different

5 types of classes in there, that I attend.

6 **Q.** Thank you. I'm going to ask you to wind back the clock

7 a little bit. Tell us about your earlier career with

8 the North West Ambulance Service?

9 **A.** So I worked for North West Ambulance Service, started

10 off as an Emergency Medical Dispatcher, which is someone

11 that takes the calls, and -- the 999 calls -- and then

12 I moved on to being a dispatcher of the emergency

13 vehicles. Following on from that, I went on to the

14 health control desk, so we looked at bed pressures on

15 a --

16 **Q.** Thank you. The health control desk, you tell us

17 a little bit about that in paragraph 5 of your

18 statement, but what was the essence of that role?

19 **A.** It was to liaise between our sort of management teams

20 and the hospital, so we were looking at bed pressures,

21 see where there were ambulance delays, and I would

22 mobilise commanders, if needed, to the hospitals if

23 there were any delays.

24 **Q.** Thank you. You tell us in your statement you had about

25 nine years with NWAS, is that right, in those two roles;

5

1 run your classes?

2 **A.** Yes, I wanted a main venue but also I wanted -- I wanted

3 almost like a centre of kindness and love. I thought it

4 was really, really missing, a place where people could

5 come and just feel really sort of loved. So that's

6 where the sort of the idea for The Hart Space came

7 about. We were able to do things like breastfeeding

8 sessions there as well, lots of different classes and

9 support going on.

10 **Q.** Yes. We can see on some of the photographs taken of the

11 studio, the special lighting and matters of that kind,

12 with messages of kindness, and so on. Was that part of

13 the vibe that you were trying to create in the Hart

14 Space?

15 **A.** Yes. I wanted to create, not necessarily a place

16 where -- like a children's centre as such. What

17 I wanted to do was to create a space where parents could

18 come, or carers could come, and feel really heard and

19 supported and then it was a nice sort of clean,

20 welcoming space for parents to come.

21 **Q.** Just so that we have a feel for it, we know that it's at

22 the Norwood Business Centre. How did you come across

23 The Hart Space as an opportunity?

24 **A.** I was looking for a venue and they were a bit limited

25 and I had previously seen -- I think I was stuck at --

7

1 is that right?

2 **A.** It is, yes.

3 **Q.** Then I think you had your first child and, as I have

4 understood your statement, that brought about a bit of

5 change of approach to your career and did you start then

6 to do some training? You tell us about hypnobirthing

7 and, in 2017, you underwent further training in baby

8 massage, baby yoga and as a birth doula; is that

9 correct?

10 **A.** It is, yes.

11 **Q.** Thank you. Hypnobirthing, for the uninitiated?

12 **A.** It's a type of pregnancy class which aims to equip

13 parents with some tools and techniques that they can use

14 to help navigate their birth journey, to help them feel

15 more confident.

16 **Q.** Thank you. I think having had that additional training

17 you then started offering classes in those areas

18 yourself; is that correct?

19 **A.** Yes, so I would run private classes in people's homes

20 and also run group courses in different settings across

21 Merseyside, small group courses.

22 **Q.** Thank you. Is that essentially the background to how

23 you ended up setting up The Hart Space business that you

24 wanted a main venue. I appreciate that you still used

25 other venues but you wanted a main venue from which to

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1 like in the road maybe, so I turn left and I noticed

2 that there was a development going on behind the house

3 and the business park, so I went up but, at the time,

4 the unit wasn't anywhere near finished. It was being

5 redeveloped by the landlord, and then we did a bit more

6 of a further search and then went back to the building

7 and, at that point, it had been split, so instead of it

8 being the whole of the top floor available to hire -- to

9 lease, it was just the room that I ended up leasing.

10 **Q.** We will come on to it but you started off, I think, with

11 leasing the upstairs studio; is that right?

12 **A.** It is, yes.

13 **Q.** Who were you dealing with in those early stages as the

14 centre was being redeveloped?

15 **A.** John Hayes.

16 **Q.** Thank you. You explain in paragraph 9 of your statement

17 that, although you facilitated your own business classes

18 through The Hart Space you also hired out the studio to

19 other businesses; is that right?

20 **A.** It is, yes.

21 **Q.** Thank you. The Hart Space name, I think, chosen because

22 it was on Hart Street, as simple as that?

23 **A.** Yes, and it also comes from the heart, doesn't it, so it

24 seemed perfect.

25 **Q.** That was the name of the space but I think that your

8

1 classes were run under the name Empowered Bumps; is that
 2 correct?
 3 **A.** It is, yes, so I was using Empowered Bumps before I had
 4 The Hart Space, so I continued to use Empowered Bumps to
 5 facilitate my own classes whilst at The Hart Space.
 6 **Q.** Thank you. I want to come on to the arrangement then.
 7 You have explained that your contact was Mr Hayes. You
 8 have explained that, initially, it was the upstairs
 9 studio that you leased and then you also tell us in your
 10 statement that, come October 2023, you took on the lease
 11 for what I think technically is described as Units A and
 12 B, the downstairs studio with the roller shutter door;
 13 is that right?
 14 **A.** It is, yes.
 15 **Q.** Again, I just want to understand the background. Why
 16 did you take on the additional space downstairs?
 17 **A.** So it -- The Hart Space was really, really popular.
 18 Everyone seemed really, really lovely. Everyone who ran
 19 classes and sessions and hired The Hart Space, a lot of
 20 them wanted to increase their classes, and I also wanted
 21 to -- didn't really want a tap-dancing studio or
 22 anything particularly noisy going on underneath because,
 23 in an evening, we do things like pregnancy yoga and some
 24 meditation classes, so if something ended up going in
 25 downstairs, like a tap-dancing studio, as lovely as that

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1 obligations in relation to use and, in paragraph 4.2 the
 2 tenant, you, were:
 3 "... not to obstruct any part of the building used
 4 for access to the property or to any other part of the
 5 building."
 6 Is that right?
 7 **A.** It is, yes.
 8 **Q.** Was that against the background that you didn't have,
 9 within your lease, the communal area, the staircase in
 10 the middle, and that that was an area that others, such
 11 as Mr Hayes' business, Calculus, would need to use to
 12 get to their office?
 13 **A.** Yes, and also it was a fire escape or a means of escape.
 14 **Q.** Just try to keep your voice up. I know it's difficult.
 15 **A.** Sorry.
 16 **Q.** It was also a fire escape, I think you said; is that
 17 right?
 18 **A.** Yes, it was the emergency exit.
 19 **Q.** Thank you. I won't go through the rest of the section
 20 on use and access, although it continues over the page,
 21 but I think you can confirm that there was nothing in
 22 the lease that required you to lock the communal door or
 23 to lock the door to the upstairs studio?
 24 **A.** No.
 25 **Q.** You have also exhibited -- but let's not bring it up on

11

1 would be, it wouldn't really be compatible for yoga and
 2 meditation classes going on upstairs. So it was
 3 a combination of things, really.
 4 **Q.** So having both units up and downstairs would give you
 5 a degree of control and make sure that one class
 6 wouldn't be disturbing the other?
 7 **A.** Yes, and that's how it worked, very considerate of who
 8 was in at the same time.
 9 **Q.** You tell us, I think, that you didn't employ anybody
 10 yourself, you were a sole trader; is that right?
 11 **A.** Yes, it is. So The Hart Space does not employ any
 12 contractors or any employees.
 13 **Q.** Thank you. I think there must have been a limited
 14 liability company, The Hart Space Limited. Was that for
 15 the purposes of holding the formal lease?
 16 **A.** Yes, it was for downstairs.
 17 **Q.** Thank you. If we could have on screen, please,
 18 JSCO00005 -- I'm sorry, it's JSC000005. My mistake,
 19 forgive me.
 20 This is the tenancy agreement for the upstairs unit
 21 and we can see the essential details set out on the
 22 first page. If we can go to page 3 and could we just
 23 have highlighted, please, the bottom right-hand corner,
 24 starting with the heading "4. Use". I think we can see
 25 in relation to the use it sets out the tenant

10

1 screen, it's not necessary -- but at JSC000006, the
 2 lease for Units A and B, and I know that you have looked
 3 through that and, again, I don't think that contains any
 4 requirement at all for you to lock the communal door or
 5 to keep locked the door to the studio, the downstairs
 6 studio?
 7 **A.** The downstairs studio was independent of the communal
 8 area, so the way you got into the downstairs studio was
 9 directly from the carpark.
 10 **Q.** Yes, thank you. So you don't need the communal door at
 11 all for that one?
 12 **A.** No.
 13 **Q.** You have explained back in your statement, it's
 14 paragraph 19, that the common areas, including that
 15 landing and the entrance and exit, were the landlord's
 16 responsibility. Was that your understanding?
 17 **A.** It is, yes. The communal area isn't in the lease and
 18 I also paid a service charge, so the landlord had
 19 a cleaner that would come in and clean the communal
 20 areas and I paid a service charge towards that.
 21 **Q.** We have seen from the photographs that there were some
 22 other units, a fish tackle shop, and so on, and, so far
 23 as you were aware, did those other tenants have to
 24 contribute towards any communal areas?
 25 **A.** I think the service charge wasn't just for the communal

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1 area. It will have been for things like window
2 cleaning, maintenance.

3 Q. I follow, thank you. I want to turn just a little bit
4 to subtenants and hirers of the space for which you were
5 the main tenant, and you tell us in your paragraph 20
6 that John, that is to say Mr Hayes, was aware from the
7 outset that you intended to hire out the unit to other
8 businesses and that he gave you permission to do so; is
9 that right?

10 A. It is, yes.

11 Q. Can we just have on the screen, please, JSC000002. It's
12 a little bit difficult but, if we could just have the
13 top of the page expanded, please. The date of this is
14 July 2019. Are we able to make point 6 just a little
15 bit bigger? That's great, thank you. I think was this
16 a legal advisor or someone similar writing on your
17 behalf?

18 A. Yes, so Andrea Cheesman was the solicitor that I used
19 and then, when she wasn't available, I believe it was
20 another solicitor that was the partner that took over to
21 deal with the lease and --

22 Q. Thank you. So at paragraph 6 she was saying to Lisa,
23 who was working at Calculus Holdings:

24 "It is the tenant's intention to use the property
25 for baby yoga classes and also to allow various

13

1 need to go into too much detail but was it effectively
2 just a flat fee for hiring the venue that you charged or
3 did you take a percentage of the income from the
4 charges? How did it work?

5 A. No, so it's a flat fee. They would simply -- people
6 hiring the space would simply hire it by the hour, half
7 a day or a day rate, and that would include the use of
8 the yoga mats, as an example, and the kitchenette
9 facilities, but I didn't have any involvement with any
10 hirers' bookings, I didn't take any money for any
11 hirers. I simply invoiced the hirer and they paid
12 a flat fee for the room.

13 Q. Thank you. Was the venue open to hire to any members of
14 the public or facilitators running any type of class, or
15 were you more selective than that?

16 A. I was more selective. So, whilst I did have some
17 enquiries for things like baby showers, I only hired the
18 venue out to organisations and businesses, like,
19 Enlighten or other businesses that wanted to use it.
20 I felt that that was the best thing to do. Businesses
21 and organisations have got insurance, risk assessments
22 and they understand how things run as well.

23 Q. Thank you. Would you hire it out for businesses and
24 organisations running any type of class at all, or was
25 it a type of class that you were prepared to hire the

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1 individuals and/or organisations to rent the premises on
2 an hourly basis to run similar types of classes during
3 the day and evening. Please could you provide the
4 landlord's formal written consent for the use of the
5 property for this purpose."

6 Then there's a request about additional key fobs and
7 whether they could be provided for other parties using
8 the premises.

9 Then I think, if we scroll down, you will see
10 answers given to that request, so under (6), a response
11 being given on behalf of Mr Hayes:

12 "I am happy to consent. However, I have made it
13 quite clear to the tenant that she will remain primarily
14 responsible for ensuring that keys are returned promptly
15 and the building is kept secure at all times. I have no
16 difficulty if she wants to copy a key."

17 So I think that shows that, right from the start, it
18 was clear that you wanted to, and that Mr Hayes was
19 happy for you to, hire out the venue on an hourly basis.
20 Would you agree?

21 A. Yes and when I viewed the property and John showed me
22 around, it was always the intention to do that and we
23 did speak about it in addition to these emails.

24 Q. Thank you. Mrs Scholes, would you just tell the Chair
25 a little bit about how the finances worked? You don't

14

1 venue out for?

2 A. I hired the venue out to businesses with a similar ethos
3 towards -- which was to lead with love and kindness and
4 support. So The Hart Space sort of went down those
5 lines but I was open to hiring the studio out to things
6 that are not the same but similar, so yoga, meditation,
7 baby classes, children's classes, but I didn't really
8 want two of the same thing.

9 Q. If I have understood your statement correctly, many of
10 them may have involved children but perhaps not all.
11 Adult art classes, I think, was another; is that right?

12 A. Yes, so in addition to the classes hosted by Enlighten
13 and my own personal classes -- so I run pregnancy
14 classes and baby classes -- we also had adult art
15 classes, adult meditation classes, baby and child first
16 aid, children's yoga, women's self-defence classes as
17 well.

18 Q. Thank you. In terms of the arrangements then by those
19 who were hiring from you and the classes that they might
20 run, did you have any control over who attended or their
21 booking systems, or the content of the classes that they
22 delivered?

23 A. No. It was up to the hirer. I would simply hire the
24 venue out per hour for them to use for their own class.
25 I don't get involved with bookings, how the class is run

16

1 or set up. It's up to the hirer. I'm not qualified in
 2 everything that runs from The Hart Space, whereas they
 3 are qualified in what they are facilitating. So it was
 4 up to them to do the organisation but always with the
 5 understanding that they would do things like keep the
 6 registers, ask the relevant questions required for
 7 booking.

8 **Q.** Right, so there were some formal requirements, which we
 9 will come on to, in terms of health and safety, taking
 10 registers, and so on, but the -- those who hire the
 11 venue, as you saw it, were responsible for the content
 12 of the classes, ensuring who attended, who was not
 13 attending, matters of that kind, liaison with parents,
 14 presumably, that was all for them individually?

15 **A.** Yes, that's correct. I didn't have access to any
 16 booking system of the person hiring.

17 **Q.** Was there any cross advertising? Did you permit those
 18 who hired from you to advertise through The Hart Space?

19 **A.** Yes, so as a sole trader and as a small business,
 20 I understand it's difficult, and so the people hiring
 21 the space sent me social media posts and they could hire
 22 it on The Hart Space social media channels. However, it
 23 was always made very clear this was not a Hart Space
 24 class, these were classes by a particular business, and
 25 the booking information of how somebody would book onto

17

1 In schedule C "hirer" includes all of those persons.
 2 Then "Liability", in (6):
 3 "The hirer is solely ... responsible to ensure that
 4 all of the premises and other facilities and access to
 5 and exit from them are safe, suitable and adequate for
 6 the purposes of hire ..."

7 So just putting that into plain English, does that
 8 appear to be a requirement that those who are seeking to
 9 hire the venue from you had to assure themselves that
 10 your venue was safe, suitable and adequate for the type
 11 of class that they would be running?

12 **A.** Yes, and I'm not qualified in all the classes of the
 13 people that hire the space. So, it is up to the person
 14 hiring the space to decide if it is suitable for them.

15 **Q.** Yes. You are not a boxing instructor, so the
 16 requirements of boxing and what might be required for
 17 a women's boxing class, you're not expert in?

18 **A.** I'm not an expert, no.

19 **Q.** Then the hirer is also solely:
 20 "... responsible and liable for any lack of safety
 21 or unsuitability or inadequacy of, any of the
 22 premises ..."

23 Speaks perhaps to the same thing, but including
 24 access and exit from it.

25 **A.** Yes.

1 those classes.

2 **Q.** Thank you. Mrs Scholes, for reasons that I think any
 3 reasonable person would sympathise with, after these
 4 dreadful events, you left The Hart Space and there was
 5 a hurried packing up process, I think, in terms of
 6 records, and is it against that background that you have
 7 not been able to find the agreement that was signed by
 8 Leanne Lucas in terms of her hire agreement with you?

9 **A.** Yes, that's correct. It was incredibly rushed when we
 10 packed up The Hart Space, yes.

11 **Q.** Don't worry, I'm not going to ask you any more about
 12 that. If we could just have a look at JSC000009,
 13 please. What you have provided us with is the standard
 14 agreement that you think was in place at the relevant
 15 time. Thank you. Was this prepared by the solicitor
 16 that you used when you took on The Hart Space?

17 **A.** Yes, in 2019. This is what the solicitor gave to me to
 18 use.

19 **Q.** Thank you. So "Premises Hire Agreement", we see on the
 20 front page. Can we go to page 4 of this, please, and
 21 look at paragraph 6, "Conditions to be observed by the
 22 hirer":
 23 "The hirer undertakes to observe and perform the
 24 provisions set out in schedule C and to ensure that all
 25 persons attending or using the premises also do so."

18

1 **Q.** The hirer is solely:
 2 "... responsible for risk assessments and ensuring
 3 any classes/activities comply with relevant
 4 guidelines ..."

5 COVID, I think, is mentioned there as well. So
 6 that's an indication of a hirer's responsibility in
 7 this. If we then go to page 6, there's a list of things
 8 under "Requirements" of what the hirer will do, and we
 9 will come on to some things that the hirer is not to do
 10 as well. But if we start with "The hirer will", and if
 11 we can go down, please, to subparagraphs 14, 15 and 16
 12 on page 5 -- forgive me, just go back, please, to
 13 page 5. So a list of things that the hirer will not do,
 14 and if we could just go over the page please, (14), the
 15 hirer will not:
 16 "... cause or allow anything in or at the premises
 17 giving rise to a health or safety risk ..."

18 Is that correct?

19 **A.** Correct.

20 **Q.** "... cause any nuisance, disturbance, annoyance or
 21 inconvenience to the owner or to the owners, occupiers
 22 or users of any neighbouring premises."

23 **A.** Correct.

24 **Q.** Then perhaps, most relevantly, (16), the hirer will not:
 25 "... cause or allow any obstruction to any access

20

1 into or exit from the premises."
 2 Do you see that there?
 3 A. Yes.
 4 Q. Would you understand that to mean that those hiring the
 5 venue shouldn't obstruct or prevent the access into and
 6 out of the premises by those using the Calculus office
 7 upstairs?
 8 A. Yes.
 9 Q. Thank you. Then if we can just go to the full page
 10 again, you then get, towards the bottom of page 6, the
 11 things that the hirer will do. If we can pick it up
 12 right at the bottom, paragraph 8, the hirer will:
 13 "... ensure that a competent responsible person
 14 authorised by the hirer to act on its behalf is present
 15 at the premises throughout each session and provides
 16 overall supervision of each session."
 17 So the hirer has to supervise what's going on; would
 18 you agree?
 19 A. Yes. I wouldn't supervise any sessions.
 20 Q. Yes. Then over the page, please, top of the next page,
 21 the hirer will also:
 22 "... provide sufficient staff or others for the
 23 running, stewarding, overall supervision and any
 24 necessary further supervision of each session ... where
 25 the hirer is not an individual, be responsible for any

21

1 we have, which is your exhibit 18 -- could we just bring
 2 that up, JSC000018 -- it's a bit difficult to see where
 3 there's a fob panel and I wondered if it's something you
 4 can help us with.
 5 A. Yes.
 6 Q. Take your time.
 7 A. You can't really see it on that picture that I've taken,
 8 but if you were to look where the light switch is,
 9 right-hand side, and go across to the -- is it call
 10 an ingress of the --
 11 Q. Yes, there's just a little inset, isn't there, where the
 12 door goes back?
 13 A. Yes, so it's just about parallel with the light switch
 14 on the side there. It's white.
 15 Q. Thank you. So in the walk through, which I'm afraid we
 16 can't bring up because it's on different software, but
 17 insofar as this matters -- and we will make sure that
 18 the Core Participants get a screenshot of it, but in the
 19 walk through provided by the police, there is a shot
 20 that shows that fob on the inset of the door on the
 21 right-hand side, and we will make sure that that is
 22 disclosed. Thank you.

23 You tell us that there was an additional fire exit
 24 that was available by going through Calculus' office,
 25 the photograph that we have just seen; is that right?

23

1 failure by the individual who the hirer appoints as
 2 overall supervisor ... be responsible for the care and
 3 safeguarding of any children or vulnerable adults
 4 attending for or in connection with a session ... [and]
 5 ...
 6 "... ensure that the premises are safe for the
 7 purpose of hire."
 8 So, obviously, in formal legal language but putting
 9 the requirement on the hirer to do all of those things;
 10 would you agree?
 11 A. Yes, yes.
 12 Q. Thank you. I want to turn now, having looked at the
 13 leases, just to the physical layout of The Hart Space,
 14 which obviously we have been looking at already but
 15 I want to understand some further details from you,
 16 please. When it was being redeveloped, I have
 17 understood from your statement that the whole complex
 18 was being redeveloped. So new doors, internal and
 19 external, fitted, new staircase: it was a complete
 20 refurbishment; is that correct?
 21 A. Yes, yes, it was.
 22 Q. I have been asked to just explore with you how the
 23 Calculus office was accessed. Now, I appreciate that's
 24 not your office. There's been an indication that this
 25 was by key fob but it's difficult on the photograph that

22

1 So the obvious route out is down the stairs, out the
 2 communal door, but there's a secondary exit through
 3 Calculus' offices; is that correct?
 4 A. Yes, that is correct.
 5 Q. That office being secured by a fob, how would people get
 6 through that door in an emergency if they needed to do
 7 so?
 8 A. So if there is a fire, the whole complex is on the same
 9 fire system, so when the landlord refurbished the
 10 complex, everyone is on the same fire system, so if one
 11 fire alarm goes off in one unit, it goes off in them
 12 all. So if a fire alarm goes off, then the doors to
 13 Calculus would unlock allowing access through to
 14 Calculus to get to the additional exit.
 15 Q. Thank you. Were there smoke detectors fitted?
 16 A. Yes, so smoke detectors were fitted. There were
 17 a couple in the foyer area, in the units themselves --
 18 in all the units themselves as well. So if one went
 19 off, it would go off in every building.
 20 Q. Thank you. Were there also fire alarm buttons, perhaps
 21 behind glass, that sort of thing, that you could smash
 22 and set-off the fire alarm?
 23 A. There was, yeah, and there were also fire extinguishers
 24 with the correct signage fitted and emergency exits.
 25 Q. The fire alarm buttons that you would have to smash or

24

1 press to set-off, were there any of those in the
 2 upstairs studio?
 3 A. No, so it was next door to the exit, so if you were
 4 leaving the building you would press it but the unit did
 5 have automatic smoke alarms and there was one outside
 6 the unit on the landing as well.
 7 Q. Thank you. As regards the secondary exit through the
 8 Calculus office, how would those hiring the space come
 9 to know about that?
 10 A. So when somebody comes to hire the unit, I go through
 11 things that are in the risk assessment, the fire
 12 evacuation procedure, and I will be letting them know
 13 where the secondary exit was, where, obviously, the
 14 first exit was, which -- the secondary exit and where
 15 the fire assembly point is and, obviously, the
 16 expectation that they would have a register for
 17 participants in classes.
 18 Q. Thank you. Obviously, you had that primary means of
 19 exit --
 20 A. Yes.
 21 Q. -- the straightforward one, down the stairs right
 22 outside the upstairs studio. Had any consideration been
 23 given by you, or by you with Mr Hayes, to the potential
 24 downsides of that secondary exit that would only be
 25 available if the fire alarm had gone off?

25

1 of them.
 2 Q. I understand.
 3 A. They're not on -- they're on, on that picture, but when
 4 they're not on, you can see.
 5 Q. Was there an illuminated emergency exit sign above the
 6 communal door on the inside?
 7 A. No. As you can see from that picture, it was just the
 8 emergency lighting.
 9 Q. I'm talking about the communal door on the inside. So
 10 the door on the ground floor to get in and out. We
 11 don't have one I think that shows it.
 12 A. I'm sorry.
 13 Q. But think about the communal door on the downstairs.
 14 Was there an emergency exit sign above it?
 15 A. There is an emergency exit sign. It wasn't illuminated.
 16 Q. Thank you. Was there any signage -- obviously, on the
 17 day of these dreadful events, the children had come up
 18 the staircase and it might be thought that, therefore,
 19 the way out would be relatively obvious. But was there
 20 any signage on the landing showing the emergency exit
 21 route?
 22 A. With what happened on the day, obviously the children
 23 came up the exit. There were signs on the wall that
 24 said "Please close the door behind you", and you could
 25 see the door from the landing as well. So, as you were

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1 A. I think I perceived a realistic risk to be a fire and
 2 not like something that happened, and so a secondary
 3 exit through the door that would have unlocked in the
 4 case of a fire, that is much more foreseeable than what
 5 happened. That's what I thought.
 6 Q. Thank you. Again, it appears from information that we
 7 can see on a walk through footage that's been taken,
 8 that there were illuminated fire exit signs, one of
 9 them, I think, above the door in the upstairs studio
 10 itself on the inside; is that right?
 11 A. Yes, so there was an emergency fire exit signage above
 12 the doors in Unit H. There was also emergency lighting,
 13 more like floodlighting, I suppose, on the right-hand
 14 side wall as you walked into the unit, so if there was
 15 a power failure and the fire alarms went off, then not
 16 only would the signs be illuminated above the door, they
 17 would also be more -- they're not quite floodlights but
 18 they're a little bit like floodlights, emergency
 19 lighting within the unit.
 20 On the landing, there was also emergency lighting
 21 within the circular light fittings as well.
 22 Q. So if we have JSC000018 back on, is that what you are
 23 referring to, the lighting that would come on?
 24 A. Yes, so some of them were actually emergency lights as
 25 well. We had, like, a little green light at the bottom

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1 to look to the right-hand side from the landing, you
 2 would be able to see the exit in the same way that, if
 3 you were downstairs, you would be able to look up and
 4 see the landing.
 5 Q. So should we understand that there wasn't specific
 6 signing, other than "Close the door behind you", but you
 7 think that that would be reasonably obvious, even to
 8 children?
 9 A. I would have thought so, yes, given that they have come
 10 up it to gain access to the building because it is the
 11 only entrance into the unit, is to come up the primary
 12 staircase.
 13 Q. Thank you. So having looked at the physical layout,
 14 I want to turn, please, Mrs Scholes -- and I know that
 15 you are on notice of this -- to the legal framework, all
 16 right? The Chair will fully understand you are not,
 17 I think, legally qualified but because you are our first
 18 witness, would you forgive me if I just look at the
 19 legal framework along with you. So can we start please
 20 with the Regulatory Reform (Fire Safety) Order 2005?
 21 That's at ILT000037. This is the main piece of
 22 legislation that I want your assistance with or to work
 23 through with you. If we can go, please, to page 6.
 24 Just look at the bottom, at the definition of
 25 "Responsible person", so:

28

1 "In this order, 'responsible person' means ... in
 2 relation to a workplace, the employer ..."
 3 You have told us that you weren't an employer but
 4 (b), it is also:
 5 "In relation to any premises not falling within
 6 paragraph (a) ... the person who has control of the
 7 premises (as occupier or otherwise) in connection with
 8 the carrying on by him of a trade, business or other
 9 undertaking ... or ... the owner ..."
 10 Sorry, leave it as it was, please, sorry:
 11 "... or ... the owner, where the person in control
 12 of the premises does not have control in connection with
 13 the carrying on by that person of a trade, business or
 14 other undertaking."
 15 So usual complicated sort of legal wording but
 16 I think you would agree that that is saying that
 17 a responsible person includes somebody who has control
 18 of the premises, as an occupier or otherwise, in
 19 carrying out a trade, business or undertaking and that's
 20 whether or not you are trying to make a profit. Would
 21 you agree?
 22 **A.** Yes.
 23 **Q.** Thank you. Then if we just look briefly at page 8,
 24 Article 5 -- thank you very much -- page 8, Article 5,
 25 and just look at paragraph 5.2, Article 5.2:

29

1 I won't specifically turn up but it is there for your
 2 note.
 3 **SIR ADRIAN FULFORD:** Yes, thank you.
 4 **MR MOSS:** But if we could go to Article 14, please -- sorry,
 5 that's on page 16. Now, against all of that background,
 6 we come to "Emergency routes and exits", and if we look
 7 at 14.1, it says:
 8 "Where necessary in order to safeguard the safety of
 9 relevant persons, the responsible person must ensure
 10 that routes to emergency exits from premises and the
 11 exits themselves are kept clear at all times."
 12 Then 14.2:
 13 "The following requirements must be complied with in
 14 respect of premises where necessary (whether due to the
 15 features of the premises, the activity carried on there,
 16 any hazard present or any other relevant circumstances)
 17 in order to safeguard the safety of relevant
 18 persons ..."
 19 Then:
 20 "(a) emergency routes and exits must lead as
 21 directly as possible to a place of safety ..."
 22 Just pausing on that one, did you understand that
 23 that landing and route downstairs to a door was
 24 an emergency route that led as directly as possible to
 25 a place of safety?

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1 "Where the premises are not a workplace, the
 2 responsible person must ensure that any duty imposed by
 3 [Articles 8 to 22b] or by regulations made under
 4 Article 24 is complied with ..."
 5 So, even if it is not a workplace, there's a long
 6 list of Articles that you need to comply with. Then, if
 7 we go to page 12, Article 8, the first of those that was
 8 referred to, you see a "General duty", if it that can
 9 just be expanded:
 10 "The responsible person must
 11 "(a) take such general fire precautions as will
 12 ensure, so far as is reasonably practicable, the safety
 13 of any of his employees; and
 14 "(b) in relation to relevant persons who are not his
 15 employees, take such general fire precautions as may
 16 reasonably be required in the circumstances of the case
 17 to ensure that the premises are safe."
 18 Again, I don't expect you to comment on the legal
 19 language but did you understand, as a general principle,
 20 that, as an occupier of the premises, you had a duty to
 21 your visitors to ensure that the premises are safe, so
 22 far as the risk of fire was concerned?
 23 **A.** Yes, I did.
 24 **MR MOSS:** Thank you. There's an Article 9, sir, in relation
 25 to risk assessment, which, if you will forgive me,

30

1 **A.** Yes, it's the most direct route out of the building.
 2 **Q.** "In the event of danger, it must be possible for persons
 3 to evacuate the premises as quickly and as safely as
 4 possible.
 5 "(c) the number, distribution and dimensions of
 6 emergency routes and exits must be adequate having
 7 regard to the use, equipment and dimensions of the
 8 premises and the maximum number of persons who may be
 9 present there at any one time;
 10 "(d) emergency doors must open in the direction of
 11 escape ..."
 12 Did they do so at The Hart Space, as far as you can
 13 remember?
 14 **A.** The Hart Space internal doors opened inwards. The exit
 15 door opened both ways.
 16 **Q.** Thank you. It must not have sliding or revolving doors,
 17 I don't need to trouble you about that, then:
 18 "(f) emergency doors must not be so locked or
 19 fastened that they cannot be easily and immediately
 20 opened by any person who may require to use them in an
 21 emergency ..."
 22 That provision -- I'm not suggesting that you would
 23 be able to say to everyone "Yes, it is Article 14.2(f)",
 24 but, as a matter of general understanding, running your
 25 business, did you understand that emergency doors

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1 shouldn't be locked or fastened in a way that prevented
 2 anybody, including children, being able to use them in
 3 an emergency?
 4 **A.** Yes, I understood that to be correct.
 5 **Q.** Thank you.
 6 Sir, there are further provisions, which I will just
 7 give you, if I may, for your note: ILT000036 is the Home
 8 Office Non-Statutory Guidance Fire Safety Risk
 9 Assessment Small and Medium Places of Assembly, which
 10 has a requirement that escape routes should be "easily,
 11 safely and immediately usable at all times"; and
 12 BRG000001, Building Regulations 2010, at paragraph B1:
 13 "... appropriate means of escape in case of fire
 14 from the building, capable of being safely and
 15 effectively used at all material times", but they go
 16 effectively to the same effect.
 17 **SIR ADRIAN FULFORD:** Thank you.
 18 **MR MOSS:** Mrs Scholes, can I turn next to some non-statutory
 19 guidance. Can we have on the screen, please, DFE000018.
 20 This is The Department for Education's "After-school
 21 clubs, community activities and tuition, safeguarding
 22 guidance for providers". It is dated September 2023.
 23 Before these events, was this guidance something of
 24 which you were aware?
 25 **A.** I am not a provider of activities for children that

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1 the purposes for which they attend."
 2 And:
 3 "You're responsible for health and safety regardless
 4 of your setting, whether it is for example a classroom,
 5 youth centre, a sports pitch, a tuition centre, your own
 6 home or the child's home", and so on.
 7 A requirement to annually review and update risk
 8 assessments: that sort of requirement was that generally
 9 familiar to you, annual risk assessments?
 10 **A.** Yes, it's something that was standard, regardless of the
 11 type of class I was providing.
 12 **Q.** Thank you.
 13 **A.** It was standard.
 14 **Q.** We also see:
 15 "You should also have an emergency plan in place to
 16 help you and any staff respond effectively to an
 17 emergency at your setting; more information on making an
 18 emergency plan is available in the guidance on emergency
 19 planning and response."
 20 And:
 21 "All providers must have a fire safety and
 22 evacuation plan."
 23 Did you have those?
 24 **A.** Yes, I've got a fire and evacuation plan.
 25 **Q.** Thank you. I'm not going to go through -- perhaps we

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1 aren't with their parents, so I am aware of the
 2 Department for Education and relevant sort of policies
 3 and procedures, however I don't run them myself and so
 4 it is up to the hirer to ensure that they are complying
 5 with policies and procedures in line with the activities
 6 they're doing.
 7 **Q.** Thank you. So you had a general understanding that
 8 there were these sort of policies and procedures, if
 9 I have understood you correctly, but this was more
 10 something for your hirers because, when you had
 11 children, they would always have parents present; is
 12 that right?
 13 **A.** Yes, and I follow the guidance I have been given by the
 14 people I have trained with and in line with the classes
 15 that I provide, which are either baby classes or for
 16 those that are pregnant, so they're adults. I don't
 17 provide any classes for children specifically. Mine
 18 stop at around six to nine-month mark.
 19 **Q.** Thank you. If we just go to page 34 of this document,
 20 please, you see there is a section on "Health and
 21 Safety":
 22 "As a provider, you have a legal duty of care to try
 23 to ensure the environment is safe for people who visit
 24 or attend ... you have a duty to take reasonable steps
 25 to ensure that people will be safe using the venue for

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1 could just go over the page, just to give a flavour of
 2 this, to page 35. We see more details and GDPR, health
 3 and safety policy:
 4 "... take reasonable steps to reduce health and
 5 safety risks."
 6 Just go down to get the flavour of that. Just over
 7 again onto the next page, please. Again, I'm not going
 8 to read out everything here, but you see it says, "If
 9 you have fewer than five employees or volunteers", if
 10 you just go down a little bit lower:
 11 "... you do not have to write down your health and
 12 safety policy. For example, if you're providing piano
 13 lessons for children from your home, we do not expect
 14 you to have a comprehensive, written health and safety
 15 policy."
 16 But then it sets out what you are expected to have,
 17 which again I don't need to go through all of it.
 18 Just go over the page again, please. It gives
 19 an example scenario for that. If we just go to the
 20 bottom of that page. Then "Fire safety":
 21 "If you're a private tutor working from your own
 22 home or another private residence, it is good practice
 23 to have an evacuation plan."
 24 Over to 38, please, next page:
 25 "If your setting is in a public place, a fire safety

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1 management policy and evacuation plan must form part of
2 your health and safety policy."

3 I have asked you about that. Could we just go down
4 to the bottom half of that page:

5 "If you are the responsible person, you must:

6 "Carry out a fire risk assessment ... consider who
7 may be especially at risk ..."

8 And matters of that kind.

9 Then if we go over the page please, duties about
10 recording the fire risk assessment and then there's
11 an example scenario of a self-employed music teacher.

12 So, although you had parents present, this in fact
13 is giving advice in relation to safeguarding for all
14 children, and the reason why I haven't read it all out
15 is I don't want to read it all out to prove a negative,
16 but are you aware that, in general terms, this guidance
17 didn't include any requirement for CCTV, for video entry
18 or for magnetic releasable locked doors for out of
19 school setting, extra-curricular activities?

20 **A.** I'm not aware of any of those requirements set out in
21 this or any other document.

22 **Q.** You referred to training that you have been provided for
23 the sort of classes that you were running. Did any of
24 that guidance mandate that you had to be in a venue that
25 had CCTV internally, or a videophone entry, or there

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1 evacuation, we'd go through this, and documents were
2 available within The Hart Space to view at any time and
3 this will have been out as well on display.

4 **MR MOSS:** Thank you, sir. Would that be a convenient moment
5 to take a ten-minute break?

6 **SIR ADRIAN FULFORD:** It certainly would. I will sit again
7 at 12.10.

8 **MR MOSS:** I think we will just take a ten-minute break,
9 Mrs Scholes, so if you could be ready at ten minutes
10 past the hour, please.

11 (12.00 noon)

12 (A short break)

13 (12.11 pm)

14 **MR MOSS:** Thank you, sir. So, Mrs Scholes, can I just turn
15 then to the physical security measures. Can we start
16 with that communal door that leads into the downstairs
17 landing and the stairs, and is the route to the upstairs
18 studio. If you were running classes during the course
19 of the main day, who would normally first unlock that
20 outside communal door?

21 **A.** The first person that arrived into the building. So,
22 for most of the classes that took place at The Hart
23 Space, they would start at about 10.00, so I would
24 perhaps expect somebody to arrive at maybe 9.30 to set
25 up. But the other businesses that were sharing that

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1 must be a locked door between the class and the outside?

2 **A.** No.

3 **Q.** Thank you. Perhaps just one more topic before we take
4 our break on the hour. If we look, please, at your
5 exhibit JSC000014, I asked you about the fire
6 evacuation. Is that your procedure that you had? It
7 just takes a moment to pop up on screen for you.

8 **A.** Yes, sorry. It is. You can see the additional exit as
9 well.

10 **Q.** Yes, so I don't need to read it all out, it's very
11 obvious in its wording, but I think in the bottom
12 left-hand side, I think we can see the exit route, the
13 main one to the landing, and exit to the carpark, but
14 the secondary one shown through the office, and then
15 a fire assembly point by, I think, some garages with
16 white doors, was it?

17 **A.** Yes.

18 **Q.** Thank you. If we just go down, I think there is
19 a second page, if I'm remembering correctly, and just
20 matters of that kind.

21 How would the hirers know about what's shown on the
22 first page? Is this a document that you would run
23 through with them?

24 **A.** Yes, so upon hiring the space, we would run through all
25 of the policies and procedures of The Hart Space,

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1 communal space opened much earlier and it wouldn't be
2 unusual to find staff members there, when I had been
3 there upon occasion, earlier on at, like, 8.00/8.15 to
4 8.30. They are business office, so it's more like your
5 average 8.30 to 5.30/6.00.

6 **Q.** Thank you. So somebody setting up, whether it be you or
7 someone that you'd hired the venue to, someone setting
8 up at 9.30, they might have to open that door but, more
9 often, it would have been opened by, what, somebody from
10 the legal costs office, for example?

11 **A.** Yes, I wouldn't -- if I was setting up a class from 9.30
12 onwards, I wouldn't have expected that bottom door to be
13 locked because I would have expected the offices to be
14 in.

15 **Q.** Once it had been opened by the first person to arrive,
16 would it, generally speaking, be left unlocked during
17 the course of the main business day?

18 **A.** It would be, yes. It was a communal entrance to
19 different businesses, as well as an exit.

20 **Q.** Then, insofar as it may be relevant, at the end of the
21 day did the same apply? Would it tend to be the last
22 person leaving who would lock that up?

23 **A.** It would be, yes. You could tell if somebody was in
24 because the lights would be on and there might be a car
25 in the carpark as well.

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1 Q. Thank you.
 2 We have it at paragraph 101, I think it is, of your
 3 first statement, you say -- it is page 17 of your
 4 statement:
 5 "As the main entrance was communal, it wasn't
 6 practical to lock it."
 7 Is that right?
 8 A. Yes, that's correct.
 9 Q. It also was the escape route and a fire exit?
 10 A. That's correct, yes.
 11 Q. Turning to the upstairs studio doors, I think they could
 12 be locked as well but, once a class was taking place,
 13 would it be usual for those doors to be locked?
 14 A. No, because if you were to lock them, then it would have
 15 prevented -- it would have blocked a fire escape for the
 16 people inside.
 17 Q. So, again, in paragraph 101, you explain:
 18 "The internal doors to Unit H were the only exit so
 19 locking these from the inside would be a fire hazard."
 20 Is that right?
 21 A. That's correct, yes.
 22 Q. There were also, as we have seen, two lavatories on the
 23 upstairs landing and, if you were going to lock the
 24 doors, somebody would have to ask for it to be unlocked
 25 to get to the lavatories; would that be fair?

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1 Q. Helen Hayes, if we could just have IWS000001, who was
 2 the director of the company that acted as the
 3 landlord -- so IWS000001, please. Could we just go to
 4 page 5, paragraph 31. She says this, paragraph 31,
 5 bottom of the page:
 6 "There are two toilets on the landing, which as
 7 Mr Hayes has explained above, were for the exclusive use
 8 of Mrs Scholes. He has further explained that both
 9 toilet units had soft wood doors. They were not key
 10 operated but there was a turnkey on the inside for when
 11 in use."
 12 So, so far, so standard:
 13 "Mrs Scholes installed barrel locks on the outside
 14 of the toilets to prevent other tenants of the building
 15 using them. Mr Hayes tells me he cannot recall if
 16 Mrs Scholes asked for permission to install the barrel
 17 locks but confirmed that he would not have objected if
 18 she had. He [that is Mr Hayes] explained that
 19 Mrs Scholes told him she was putting it on because
 20 somebody other than her and her guests were using it.
 21 He [that is Mr Hayes] tells me he had never seen anyone
 22 in that space who wasn't a lawful visitor."
 23 So, first of all, do you agree with that? Did you
 24 fit barrel locks to the outside of the lavatories?

25 A. I did, yes.

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1 A. Yes.
 2 Q. Thank you. At the end of a class, when there were
 3 parents involved in doing a pick up, what was your
 4 understanding about where pick up would normally happen
 5 from, or did that depend upon the arrangements made by
 6 the hirer?
 7 A. It would have depended on the arrangements by the hirer.
 8 However, I would expect, as a parent, for there to be
 9 some sort of handover process and, obviously, I would
 10 need to get my child back. So I would have expected
 11 a handover process at the door.
 12 Q. At the door: at the communal door, or at the top door,
 13 or in the carpark, or can it be any of those depending
 14 on what the hirer wanted?
 15 A. Well, in theory, it could have been any of them but,
 16 having attended some classes for children at The Hart
 17 Space with my own children, pick up was at the door to
 18 The Hart Space. So I picked my child up from the door
 19 to The Hart Space.
 20 Q. Do you mean the communal door or the upstairs --
 21 A. The upstairs door.
 22 Q. The upstairs door. So it wouldn't be unusual for
 23 parents to be able to go through the open communal door,
 24 and then what, wait outside the timber doors upstairs?
 25 A. Yes, that would be usual, I would say.

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1 Q. Could you just explain how that came about? Was there
 2 any concern in relation to this that there was some sort
 3 of intruder who were using the lavatories and shouldn't
 4 have been?
 5 A. No. After a few weeks of moving into the premises,
 6 there were a few occasions where the toilets were left
 7 in a state that I wouldn't have liked to have found them
 8 in to run classes. So we put the barrel locks on just
 9 to prevent that because it might have been that somebody
 10 already on the complex might have been using the
 11 toilets.
 12 Q. All right. So they weren't being left in a pleasant
 13 state but, as far as you were aware, was that somebody
 14 else in the Norwood Business Centre premises, as opposed
 15 to some member of the public randomly coming in and
 16 using the lavatories?
 17 A. Yes, that's correct. Somebody from the premises and,
 18 from the road, you wouldn't have been able to see The
 19 Hart -- well, you couldn't see The Hart Space. It had
 20 no signage on the road. So nobody from the road would
 21 have thought there were public toilets there, or toilets
 22 there that they could use, because they had to -- it
 23 would have been quite an effort to see that.
 24 Q. We can see from some of the detail that you have
 25 provided that there was also, in one of the lavatories,

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1 an internal key safe to keep the key, I think, for the
 2 timber doors to the upstairs studio; is that right?
 3 **A.** Yes, that's correct.
 4 **Q.** So, presumably, having the barrel lock on the outside of
 5 the lavatories would give a bit of extra security in
 6 terms of people not being able to get to that key?
 7 **A.** Yes, that's correct. So they would have had to have
 8 used the key to get -- the code to get into the toilet
 9 and then, in addition to that, the code to get into the
 10 key safe, because that had a code on.
 11 **Q.** All right, but it is not the case that you fitted those
 12 barrel locks because you thought there was some sort of
 13 intruder getting into this area?
 14 **A.** No, absolutely not.
 15 **Q.** Thank you. You explained in your statement -- I have
 16 covered it really in looking at the law -- but there was
 17 no intercom, video phone, electronic keypad and there
 18 were no magnetic locks with the sort of green release
 19 button? There was nothing of that kind fitted?
 20 **A.** No, there wasn't.
 21 **Q.** In fairness to you, I don't think you were responsible
 22 for the choice of what sort of doors there were.
 23 **A.** No, I -- they were already fitted when I took on the
 24 lease.
 25 **Q.** Thank you. In terms of your wider experience, you tell

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1 therefore, at The Hart Space, were entirely standard; is
 2 that right?
 3 **A.** Yes, I believe they were.
 4 **Q.** In terms of your procedures overall, you say that you
 5 thought you were going above and beyond what some other
 6 spaces do, from your own experience, from hiring other
 7 venues, and is that because of the paperwork that you
 8 required be carried out and the briefings that you
 9 carried out?
 10 **A.** Yes, that's correct, and also the extent of which when
 11 we fitted the unit out, the care that was taken.
 12 **Q.** Does that relate to things like child locks on cabinets
 13 and not having pictures at a height that could fall
 14 down, a space that you thought, in that sort of sense,
 15 was child and baby friendly?
 16 **A.** Yes. We had even a child lock on the fridge, no stacked
 17 chairs, they had their own unit.
 18 **Q.** In your second statement, which we have at JSC000015 --
 19 perhaps we can just have the first page up.
 20 Mrs Scholes, the background to this was that the Inquiry
 21 had asked you, didn't they, for any WhatsApp messages
 22 that you may have had, or other social media messages,
 23 that might be relevant to the question of the security
 24 at the venue. Is that how you came to be providing this
 25 second statement?

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1 us in paragraph 28 at page 5 of your statement that you
 2 are only aware of one venue in the many that you have
 3 been involved in which has a door with a buzzer that you
 4 need to buzz before you are let in; is that right?
 5 **A.** Yes, that's correct.
 6 **Q.** What is your experience -- just tell us in your own
 7 words -- of these many venues? You obviously visit
 8 a lot of venues that are being used for classes: what
 9 variety of security at the outside stage, so the outside
 10 door, have you come across?
 11 **A.** So, prior to the event taking place, people have --
 12 sometimes have nothing, so you can just walk straight
 13 through, perhaps all the way through. I personally go
 14 to multi-use venues. Some have perhaps like a little
 15 electronic gate that perhaps you would find at a gym,
 16 you know, where you swipe in. Some have nothing. Some
 17 have almost like a baby gate to stop perhaps small
 18 children escaping but they wouldn't stop a determined --
 19 or any intruder. Some have magnetic locks but, again,
 20 I don't think they're in many places.
 21 **Q.** So the majority in your experience would not have
 22 magnetic locks?
 23 **A.** Yes, the majority don't have magnetic locks.
 24 **Q.** You tell us in your statement, at paragraph 94, that you
 25 believed that procedures, in terms of security,

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1 **A.** It is, yes.
 2 **Q.** Thank you. You very kindly provided us with screenshots
 3 of those WhatsApps and I don't intend to take you to the
 4 vast majority -- in fact, we may not need to go to
 5 any -- but is it right, just in general terms, that in
 6 June 2024, you received a deeply inappropriate and
 7 unpleasant message which seemed to be based on some kind
 8 of inappropriate fetish, from a man who was messaging
 9 you in the context of your own classes?
 10 **A.** Yes, that's correct.
 11 **Q.** Thank you, that can be taken from the screen.
 12 I think you were aware that, in general terms, this
 13 man was well-known in hypnobirthing circles and would
 14 send this sort of inappropriate message up and down the
 15 country to different organisers; is that a fair summary?
 16 **A.** Yes. He was just considered a slightly creepy
 17 individual. There were no messages relating to
 18 children. They were all along a similar line of his
 19 "dirty nappy", yes.
 20 **Q.** Had that man, to your knowledge, ever tried to get into
 21 a class at The Hart Space?
 22 **A.** No.
 23 **Q.** Had he tried to get into any of the classes that you ran
 24 at other venues?
 25 **A.** No, he hadn't. He had only ever messaged me about dirty

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1 nappies and nothing more than in email or social media.
 2 **Q.** You, I think, had a WhatsApp group that you shared with
 3 the facilitators with the -- was it the regular hirers,
 4 effectively, of your venue?
 5 **A.** It was, yes.
 6 **Q.** In June 2024, did this message become a subject matter
 7 that was discussed on the WhatsApp forum?
 8 **A.** Yes, it was.
 9 **Q.** In that context, as you tell us in your statement,
 10 I think some of your facilitators -- the phrase you use
 11 is that people in the group did seem worried about this
 12 "weirdo's messages", and you wanted to support the
 13 facilitators generally; is that right?
 14 **A.** Yes.
 15 **Q.** You thought in that context about getting somebody who
 16 ran self-defence classes to run self-defence classes for
 17 your hirers, for your facilitators, as a supportive
 18 measure towards them?
 19 **A.** Yes, yes.
 20 **Q.** So that was the background. Can I just ask against that
 21 background, did that incident -- obviously, it is
 22 totally different to the awful events of the 29th, but
 23 did that incident trigger any thinking on your part, or
 24 in the group discussion, about physical security
 25 arrangements at the venue?

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1 toilet were totally unrelated to intruders and the
 2 creepy man just didn't give you cause to think about
 3 additional physical security. It's just something that,
 4 as a matter of fact, that didn't trigger consideration
 5 about further security measures?
 6 **A.** No, it -- no.
 7 **Q.** Would this be right, that, even if it had triggered
 8 thinking about further security measures, in terms of
 9 anything to the doors, you would then have had to have
 10 approached the landlord because, on the face of things,
 11 the doors couldn't be locked because they were fire
 12 exits?
 13 **A.** That's correct. I would have had to have contacted the
 14 landlord.
 15 **Q.** Thank you. That's all I'm going to ask on that topic.
 16 Can we turn then just, please, to risk assessments
 17 and health and safety more generally. If we look at
 18 page 14 of your statement, you set out at
 19 paragraph 66 -- I'm so sorry, it is page 12, my fault.
 20 Page 12, you set out at paragraph 66 that:
 21 "Hirers were required to undertake their own risk
 22 assessments ..."
 23 But paragraph 67, you had completed:
 24 "... a general risk assessments for the units, which
 25 [you] went through with hirers along with a health and

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1 **A.** No, because it -- we didn't think it was a risk.
 2 **Q.** Thank you. You tell us in your statement, is this
 3 right, that you simply had not foreseen the violent,
 4 dreadful attack that took place on the 29th, you hadn't
 5 foreseen an attack of that kind as a risk at all.
 6 **A.** No, I hadn't.
 7 **Q.** If the risk of the dreadful kind that happened on the
 8 29th was perhaps not foreseeable to anybody, do you
 9 think that the risk of an intruder doing harm was
 10 something that could or perhaps even should have been
 11 considered by you and by others using The Hart Space?
 12 **A.** The Hart Space -- excuse me.
 13 **Q.** Take your time.
 14 **A.** The Hart Space had been open for nearly five years. We
 15 have never had an intruder, an unwanted visitor. It's
 16 set-off really far away from the road. There's no
 17 signage on the road. There's no signage on the outside
 18 of the building, apart from an A-board that is rarely
 19 brought outside. You wouldn't even know it was there.
 20 There are other businesses onsite most of the time that
 21 the classes are taking place. I don't think anybody
 22 would ever have imagined that something so awful would
 23 have happened to any venue.
 24 **Q.** Just as a matter of fact, in terms of what had factually
 25 happened, I think your evidence is that the locks on the

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1 safety policy and fire evacuation procedure."
 2 Is that correct?
 3 **A.** That's correct, yes.
 4 **Q.** We just have on screen then your general risk
 5 assessment, JSC000010, and just while that's being
 6 brought up for you and for others, we should understand,
 7 should we, that this general risk assessment is dealing
 8 with the general risks at the venue and the hirers would
 9 have to do their own risk assessment for anything that
 10 arose specifically from the type of classes that they
 11 were running? Would that be a fair summary?
 12 **A.** Yes, that's correct, so this -- yes.
 13 **Q.** All right, so on this first page -- it has internal
 14 pagination, we see the top is 1 and the bottom is 2, and
 15 we can see, if we can focus in on the bottom half of
 16 this screen, that one of the risks was "lone working"
 17 and there's a reference to:
 18 "... accidents, sudden illness, other emergencies,
 19 including fire and acts of violence."
 20 I think you would agree that, on this general risk
 21 assessment, that's as close as you get to anything about
 22 violence. We see who is at risk, "Class providers", and
 23 then a range of precautions that could be taken in
 24 relation to that. What did you have in mind in relation
 25 to this? What was this concern about lone working and

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1 acts of violence?

2 **A.** It was more thinking that, if hirers had to come in
3 really early or perhaps if they were locking up in an
4 evening, there is an external gate at the bottom of the
5 driveway with a padlock on it, so you would have to get
6 out of your car and then shut the gate over and refit
7 the padlock. But there was nothing of value inside the
8 Hart Space that was -- so it was just if people were
9 locking up late.

10 **Q.** Thank you. There's a reference there to:
11 "Entrances are locked to limit/as per class
12 facilitator risk assessment."
13 What does that refer to?

14 **A.** So not the internal doors but the external door, let's
15 say if it was in an evening and it was, you know, quite
16 late, perhaps it was dark, the door had a -- my mind has
17 gone blank what it's called -- like a thumb
18 quick-release thing --

19 **Q.** Yes.

20 **A.** -- on it. Obviously, during the day, when the other
21 businesses are open that is a communal entrance as well,
22 but it was more to -- just for them, really.

23 **Q.** All right, so if you had a hirer who had come in very
24 early in the morning or is staying very late maybe to
25 clear up, or something else, everyone else in the whole

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1 fire evacuation procedures", is that what we have
2 already covered, that we would go through that diagram
3 that we saw; is that right?

4 **A.** That's correct, yes.

5 **Q.** "Ensure fire exit doors and escape routes are
6 unobstructed and doors easy to open."
7 So, again, the expectation would be that they
8 wouldn't be locked; would you agree?

9 **A.** I agree, yes.

10 **Q.** "Ensure a register is completed at the beginning of
11 class."
12 Then you deal with smoke alarms and the fact that
13 Mr Hayes maintained those, and the availability of fire
14 extinguishers, and so on. So there was no expectation
15 from you, I think, that your hirers would lock the
16 communal door or The Hart Space door, quite the
17 opposite: they were meant to keep them unobstructed and
18 the doors easy to open?

19 **A.** That's correct, yes.

20 **Q.** Thank you. Perhaps while we still have this, just
21 page 11, please. If we look at the very bottom,
22 "Entrances and exits", bottom half, the penultimate
23 entry. There was a section that dealt with entrances
24 and exits but that was, I think, more in the context of
25 lost keys, unable to get in or unable to lock the unit,

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1 business centre has gone home, was it that that person
2 then might be quite exposed because they would be the
3 only person in the building?

4 **A.** Yes, perhaps, but there was also emergency lighting
5 outside, so floodlighting, there was also CCTV and,
6 although this particular bit of the policy is more in
7 relation to lone working in the evening, it really
8 wasn't uncommon that other businesses would be at
9 site -- onsite of an evening either because the pole
10 dancing fitness studio was open in an evening and there
11 was also another unit, which I believe was used for
12 storage for a restaurant, that would actually come, so
13 there were people around most of the time.

14 **Q.** But at least this, that the reference here to entrances
15 being locked and you referred to that potential to close
16 the communal door from the inside by using the little
17 turnkey, that was in the different context where the
18 hirer might be on their own early in the morning or late
19 at night; is that fair?

20 **A.** Yes, a different context.

21 **Q.** Thank you. If we could turn to page 3, please, so
22 electronic page 3 -- thank you. If we could just go to
23 the top half, please. That's fine, just as it is on the
24 screen, thank you.

25 So "Hazard", "Fire", "Everyone is made aware of the

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1 but did explain what the security arrangements were.
2 So:
3 "The main entrance is communal ... fitted with 2x
4 locks, the internal doors ... are fitted with a key and
5 lock system."
6 Then:
7 "In the event of a class provider forgetting
8 keys ..."
9 You set it all out, so your general risk assessment
10 covered what the physical security arrangements were,
11 the locks and what to do in case of difficulty with
12 them; would you agree?

13 **A.** Yes.

14 **Q.** Thank you. Then, in terms of the sub-risk assessment,
15 so running your own classes, that could be a hirer or it
16 could be you running your classes, if we could have on
17 screen JSC000011, please. I think you provided this as
18 an example of the sort of risk assessment that you would
19 do for your own classes; is that right? It is just
20 coming up for you now. Just check the document.

21 **A.** Yes, that's my risk assessment for my own personal
22 classes. It would be up to the hirer to produce their
23 own in line with what they are providing.

24 **Q.** Yes. So looking at yours, there's an emphasis in terms
25 of slips, trips and falls, which are covered in the

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1 general risk assessment but you've got specific
 2 reference to the particular risks to pregnant women.
 3 **A.** Yes.
 4 **Q.** If we go over the page, again just to get the feel of
 5 it, specific to the sort of classes that you might be
 6 running, the risk to babies of choking on toys and the
 7 risk of infection from toys for babies and others.
 8 **A.** Yes.
 9 **Q.** So is that an example of, depending on what you are
 10 doing -- here for you pregnant women, young babies --
 11 that you would expect the person running the class to
 12 then look at specific risks arising from the type of
 13 class?
 14 **A.** Yes, definitely.
 15 **Q.** If we can have on screen IWS000027 -- I would have
 16 asked, obviously, Ms Lucas about this, but IWS000027.
 17 I'm not going to ask you the detail in relation to this
 18 because it's not your document but can you just confirm
 19 that this is Leanne Lucas' risk assessment for her type
 20 of yoga workshop?
 21 **A.** Yes.
 22 **Q.** Would you require, first of all, all of your hirers to
 23 have a risk assessment of this kind?
 24 **A.** Yes.
 25 **Q.** Did you ask them to be filed with you when they first

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1 is that right? It is just going to come up for you.
 2 **A.** Yes.
 3 **Q.** Yes. You have the aim of the policy, which I won't run
 4 through with you but can we just have a look at the
 5 section headed, "All persons hiring The Hart Space
 6 studios will", so adequate insurance, not work from
 7 height, got to be qualified, got to receive training in
 8 the class they are providing, you've got to ensure that
 9 The Hart Space -- I'm just going to ask you to note that
 10 wording:
 11 "... ensure The Hart Space studios is fit for ...
 12 purpose/type of class ..."
 13 Keep a record of all attendees, have their own risk
 14 assessments for the type of class/session they are
 15 providing, raise any concerns with you. So you are
 16 setting out your own health and safety policy but it
 17 looks like these are things that you are requiring all
 18 persons hiring the studios to have and to do; would you
 19 agree?
 20 **A.** Yes, and a lot of this is in the hirer agreement as
 21 well.
 22 **Q.** Thank you. There's reference as well to having
 23 documentation for the training for classes/sessions they
 24 are hosting, so DBS -- sorry, as we were -- first aid,
 25 safeguarding.

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1 took on hiring with you and then was it once a year?
 2 **A.** Yes. I would put in the WhatsApp chat something along
 3 the lines of, "It's that time of year again, please can
 4 everybody send me over the relevant documents to me",
 5 which included insurance as well and ...
 6 **Q.** Thank you. I asked you a little while ago about your
 7 comment in your statement that you feel that you did go
 8 above and beyond. When you have used other people's
 9 venues, have you always been required to have a formal
 10 risk assessment in place for your classes and show it to
 11 the person who was leasing out the venue?
 12 **A.** So I have those documents and I have always done them
 13 since I have been qualified. However, it's actually
 14 only twice I have ever been asked for anything in
 15 relation to my insurance, risk assessments or any of my
 16 documents. So whilst I carry it with me, I have only
 17 been asked for it twice and I have hired somewhere in
 18 the region of about 15/16 venues in the last eight/nine
 19 years.
 20 **Q.** Thank you.
 21 **A.** But that is not a reflection on them.
 22 **Q.** If we can have on screen, please, JSC000013. We have
 23 looked at your general risk assessment and the sub-risk
 24 assessments by people hiring. If we can turn to
 25 JSC000013, this is then your health and safety policy;

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1 **A.** Yes.
 2 **Q.** If we could just have it back as it was a moment ago,
 3 just enlarged towards the bottom of that same section,
 4 and:
 5 "... understand the health and safety, safeguarding
 6 and fire and evacuation policies and risk assessments."
 7 So, again, a bit of doubling up here but those are
 8 re-emphasising the documents that we have looked at
 9 previously, in terms of evacuation policy, that we
 10 showed on screen a while ago; would you agree?
 11 **A.** Yes.
 12 **Q.** There's one aspect of this that I'm asked to explore
 13 with you. Could we just go over the page to the second
 14 page, please. Just expand the top section, please:
 15 "All persons hiring the space should have their own
 16 risk assessments for the class/session they are
 17 providing ... domestic grade cleaning equipment", and so
 18 on. But then it says:
 19 "First aid kits are in date and available at The
 20 White House."
 21 Now, the point I'm asked to explore with you is that
 22 The White House, I think, is the venue that you have
 23 taken on subsequent to these awful events; is that
 24 right?
 25 **A.** It is, yes.

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1 Q. I'm asked to explore with you how it comes to be that in
 2 the health and safety policy that you had at the time,
 3 which is what your exhibit was intending to show,
 4 there's a reference to a venue that you only took on
 5 afterwards? Can you just help to explain that apparent
 6 anomaly, please?

7 A. Yes, so when I took on The White House, it was last
 8 year, so it was about a year ago. I have used pretty
 9 much all of the same policies and documents that I used
 10 at The Hart Space because I don't think there's anything
 11 wrong with the health and safety policy that was in
 12 place. So I think what has probably happened, although
 13 it was over a year ago, is that I've probably been
 14 a little bit over zealous perhaps when I have come to
 15 changing them all around and I think it has just been
 16 an error where I have probably just printed it out half
 17 edited for the new venue.

18 Q. So this has come about with you editing the old version
 19 and creating a new version?

20 A. Yes.

21 Q. But should we understand that the substance of this
 22 hasn't changed?

23 A. No, it's not changed and this was perhaps last -- end of
 24 September last year, beginning of October-ish, that this
 25 is when we took on The White House.

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1 answering what the position is and, if we go to the
 2 second half of the first page, please, we can just see
 3 "Fire":
 4 "Has a fire risk assessment been carried out?"
 5 "Yes, for the studio. Landlord manages the complex
 6 fire assessments, testing and maintains the alarm, smoke
 7 detectors, call points and emergency lighting.
 8 "Is the unit fitted with emergency lighting?"
 9 The answer to that, and so on.
 10 So that sort of checklist that you have everything
 11 in place that you should do; would that be fair?

12 A. Yes.

13 Q. Then on the second page, please, can we have the top
 14 half:
 15 "Are hirers aware of the emergency evacuation
 16 procedure?"
 17 This is still under "Fire":
 18 "Yes, all hirers are taken through the emergency and
 19 evacuation procedures, risk assessments ... fire
 20 extinguisher 'tool box'", and so on.
 21 Again, is that reflective of the evidence that you
 22 have already given, that you would run through the
 23 evacuation procedure with people who were new to hiring
 24 your venue?

25 A. Yes.

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1 Q. Thank you. Thank you, that can be taken from the
 2 screen.
 3 Could we have next on screen, please, the last of
 4 the documents, I think, of this kind that I need to pick
 5 up with you. It's JSC000012. If we just have the top
 6 half enlarged, please. Thank you very much. This is
 7 headed "The Hart Space checklist, carried out by
 8 Jennifer Scholes". Can you just explain what this
 9 document is and what its purpose was?

10 A. To be honest, I had seen someone have something similar
 11 on a forum on the internet somewhere and I just thought
 12 it was a really good idea. So it pretty much covers all
 13 of sort of like the -- the stuff that the risk
 14 assessment does, just in a different format. So it's
 15 all sort of in one place, like the basic information.

16 Q. Yes.

17 A. Like a checklist.

18 Q. Was it a checklist for you to sanity check that you've
 19 got everything in place or was it a checklist for
 20 hirers?

21 A. It was -- it started off as a bit of a checklist for me,
 22 but we went through the things that are in it which are
 23 all covered in the risk assessment as well with hirers.

24 Q. Thank you. I won't go through it all but we can see in
 25 the second column almost questions to yourself and you

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1 Q. Thank you. Page 3 please, bottom half, under
 2 "Security":
 3 "Is there a lock on the unit door?"
 4 "Yes, the unit has been fitted by the landlord with
 5 double doors and fitted with a key lock system. These
 6 are visually and manually checked every time the studio
 7 is opened ... fitted in 2019 when the complex was
 8 refurbished."
 9 But we shouldn't take from that, should we, any sort
 10 of requirement that the double doors into the top studio
 11 should be locked? That's just talking about what
 12 security was in place.

13 A. Yes, it's just -- just what security was in place, yes.

14 Q. Thank you. That can be taken from the screen, please.
 15 I want to move to a few final topics, please.
 16 I want to ask you about your relationship with Leanne
 17 Lucas, who was obviously one of those who hired the
 18 venue, not just on the 29th but I think quite frequently
 19 beforehand. How had you first got to know Ms Lucas?

20 A. Leanne was a tutor for my daughter. She was recommended
 21 to me through mutual friends [...redacted...]. So
 22 Leanne tutored my daughter.

23 Q. Thank you.

24 A. I knew that she was a teacher at a school as well and,
 25 at some point, we will have had a chat about what I did

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1 for a living and she needed a -- she was looking for
 2 a different venue or a new venue to hire to facilitate
 3 her classes, so she came to look round the unit and it
 4 was great for both of us because I had the space when
 5 she needed -- the times that she wanted it.
 6 **Q.** Thank you. You tell us in your statement that that was
 7 about a year before the incident; is that correct?
 8 **A.** Yes, about a year before.
 9 **Q.** You had understood, I think, that Ms Lucas was already
 10 facilitating classes at other studios, so she wasn't new
 11 to giving classes but she was looking for additional
 12 space?
 13 **A.** Yes. She was looking for additional space to run
 14 additional classes to increase her offer.
 15 **Q.** Relative to your other hirers, your other facilitators,
 16 how much did Ms Lucas use The Hart Space?
 17 **A.** She was using The Hart Space on average maybe for -- I'm
 18 going to count it up. Depending on if she was running
 19 her special SEND class, maybe two/three hours a week,
 20 maybe -- she was also -- she would also run additional
 21 holiday club classes and, like, themed workshops as
 22 well, like dinosaur yoga.
 23 **Q.** Was that more or less than average compared to other
 24 hirers, her use of the Hart Space?
 25 **A.** Probably a comparable amount to -- I have some hirers
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1 classes or anything of that nature?
 2 **A.** No, I found --
 3 **Q.** Take your time.
 4 **A.** I think Leanne is a wonderful human being, an amazing
 5 teacher. I have had no problems with her conduct. She
 6 was trustworthy, she was always there on time,
 7 transparent, and I could just tell she genuinely loved
 8 her job and the children.
 9 **Q.** You tell us against that background, paragraph 99 of
 10 your statement, that, while you weren't running the
 11 class and you're not qualified in that type of
 12 children's class, you don't think you would have done
 13 anything differently from how you understand Leanne was
 14 running it on the 29th; is that right?
 15 **A.** That's correct, based on my experience as a mother and
 16 being out in the community in various places.
 17 **Q.** Thank you. Mrs Scholes, we're getting towards the end
 18 of your evidence, all right? Do you mind if I just
 19 carry on and deal with the last few topics, is that all
 20 right?
 21 **A.** Yes, that's fine.
 22 **Q.** If we can turn, please, to page 9 of your statement and
 23 just have it on the screen. In response to questions
 24 the Inquiry asked of you, you have quite a detailed
 25 section on your involvement in the aftermath of the
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1 that would hire it just for one hour a week to do
 2 an evening meditation class and then some hirers that
 3 would hire it for a few hours at a time, so I would say
 4 it was about average, maybe on the upper end of
 5 average --
 6 **Q.** I think that for the 29th, this was an additional
 7 special event and class. It wasn't a regular slot she
 8 had booked with you?
 9 **A.** Yes, it was a singular class.
 10 **Q.** What about Heidi Liddle? How had you come to know her,
 11 to the extent that you did?
 12 **A.** So I didn't know Heidi in a professional manner. Heidi,
 13 from my understanding, was taken on by Leanne and they
 14 were running it together. However, I did know Heidi
 15 because we have some mutual friends with my friends'
 16 children who have been tutored by her as a dance teacher
 17 and also Heidi had been in my own personal pregnancy and
 18 baby classes. So I knew her from coming to my own
 19 personal classes.
 20 **Q.** Thank you. By the time of July 2024, did you consider
 21 that Ms Lucas was somebody who was very familiar with
 22 the unit and how it should be used?
 23 **A.** Absolutely. I had no concerns about Leanne using the
 24 space -- hiring the space, or Leanne.
 25 **Q.** Had you had any difficulties with her or how she had run
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1 attack. Mrs Scholes, I have put you on notice of this.
 2 With one exception, I'm not going to take you through
 3 that, not because it is not important but because your
 4 statement sets it out in some detail and care, so
 5 I don't in fact have any questions about that. Are you
 6 happy for your statement to stand as your evidence about
 7 those issues?
 8 **A.** Yes.
 9 **Q.** The one aspect that I am asked to just explore with you
 10 is this. If we can have paragraph 55 on screen, please,
 11 at page 10, and I appreciate it is distressing and
 12 difficult but I'm asked to cover it, you say this is the
 13 first time you saw Leanne in the aftermath. You ran
 14 from your car, you headed to the entrance of the
 15 business park. You saw Leanne slumped at the side of
 16 a van and you asked her what had happened and if she was
 17 okay and Leanne told you that she was worried about the
 18 kids:
 19 "She told me she 'didn't know, someone came in and
 20 started stabbing kids', 'the kids were being stabbed'.
 21 Was that Leanne's immediate reaction when you saw
 22 her for the first time?
 23 **A.** Yes.
 24 **Q.** Thank you. That can be taken from the screen and,
 25 Mrs Scholes, as you know, that's all I'm going to ask
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1 you about those matters.
 2 Reflections and improvements, Mrs Scholes. I think
 3 in terms of what you do for your classes, much I think
 4 remains the same, but I think you have made some changes
 5 to your IT and your online system, so that you have
 6 electronic copies of the hire agreements sent to you, in
 7 the way you run things now; is that right?
 8 **A.** Yes, that's correct.
 9 **Q.** You require hirers to say that they have read and
 10 understood the risk assessments after reading through
 11 them, so you get a positive affirmation that they have
 12 done that; is that right?
 13 **A.** Yes, I send them like a booking link, I suppose, that
 14 takes them through lots of questions like "Have you read
 15 and understood this? Have you been through X, Y, Z?"
 16 and mainly what the hirer agreement is -- like the
 17 information that -- the hirer agreement that you showed
 18 before.
 19 **Q.** I follow. You tell us in your statement that although
 20 it is something that was in place beforehand, you have
 21 now made it an unconditional term that hirers must send
 22 you through class-specific risk assessments for their
 23 classes; is that correct?
 24 **A.** That's correct, yes.
 25 **Q.** I'm not going to go through the detail that you have

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1 warned about dangerous persons in the community and
 2 having a system that could alert those giving
 3 extra-curricular classes in the same way that schools
 4 could get an emergency alert. Would you agree with
 5 that?
 6 **A.** I think the Inquiry needs to look at lots of
 7 different -- lots of different things and what would
 8 work in reality and what would be practical, as well.
 9 I think we should look at lots of different things.
 10 **Q.** Do you, with all your experience, have anything that you
 11 would like to commend to the Chair as a potential
 12 improvement in terms of venues and their security, the
 13 interface with the council and the police, matters of
 14 that kind?
 15 **A.** I think it needs to be a risk-based approach.
 16 **Q.** By that, you mean what?
 17 **A.** That it would be incredibly difficult to have like an
 18 umbrella, "you must have this in all different types of
 19 venues" because every venue is unique and sometimes
 20 there are -- you know, there are outdoor settings, you
 21 know, ones that happen on like athletic tracks or, you
 22 know, parks and forest schools and things, and then
 23 there are classes which take place in inside settings.
 24 There are also classes that take place in small little
 25 venues, like The Hart Space was, and then those that

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1 helpfully provided in your statement about your current
 2 venue, save in this one respect: is it right that Sefton
 3 Council offered you, at your new venue, the magnetic
 4 lock type of door?
 5 **A.** It is correct that they offered me, if I wanted them,
 6 and we discussed -- they were really, really mindful and
 7 incredibly supportive and really understood my concerns
 8 about them and so, yes, they were offered at the new
 9 venue.
 10 **Q.** When you say that they were supportive and really
 11 understood your concerns about them, I think you have
 12 set this out really in your statement, but I think you
 13 actually have not gone ahead with that type of door
 14 because you are concerned that, if children do need to
 15 get out in a dreadful emergency situation, that that
 16 sort of magnetic lock, even though it might be released
 17 by the green button, could actually delay kids getting
 18 out because, under strain and pressure, they may forget
 19 to push the button and some might get out and then it
 20 would lock again behind children. You don't think that
 21 actually helps.
 22 **A.** I think -- no, I don't think it helps.
 23 **Q.** You may be aware that in Ms Lucas' statement, looking
 24 forward, she has indicated that there may be an issue
 25 about those who run classes being capable of being

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1 take place in much larger venues.
 2 **MR MOSS:** Thank you. Mrs Scholes, I'm just going to ask you
 3 to just pause for a moment where you are and just
 4 looking across to two of my learned friends to see
 5 whether there are any additional questions that would
 6 need to be channelled through me.
 7 Mrs Scholes, those are all the questions that I have
 8 and none of the Core Participants have questions that
 9 they want to raise through me beyond what I have asked
 10 you. Is there anything additional that I haven't asked
 11 you about that you want to explain to the Inquiry?
 12 **A.** No, thank you.
 13 **SIR ADRIAN FULFORD:** Mrs Scholes, the Inquiry is extremely
 14 grateful to you for your cooperation and for having
 15 attended today to give evidence. I readily understand
 16 this has not been easy for you and I hope it hasn't been
 17 as bad as you might have anticipated. That now
 18 concludes your evidence and you have my thanks.
 19 **WITNESS:** Thank you very much.
 20 **MR MOSS:** Thank you, Mrs Scholes.
 21 **SIR ADRIAN FULFORD:** Would that be a convenient moment?
 22 **MR MOSS:** Yes, thank you, sir.
 23 **SIR ADRIAN FULFORD:** 2.00. I will sit again at 2.00.
 24 (1.05 pm)

(The lunch break)

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1 (2.02 pm)

2 **MR MOSS:** Thank you, sir. So in lieu of Ms Lucas giving
3 oral evidence I turn to provide a summary of her
4 evidence.

5 Summary of statement of LEANNE LUCAS (read)

6 **MR MOSS:** Her statement to the Inquiry is IWS000003 and it
7 was signed on 12 August this year.

8 In addition, sir, Ms Lucas gave a first account on
9 the day of the incident itself and an interview with the
10 police on 13 September 2024, the content of those is
11 distressing, I'm not going to bring them up on the
12 screen and they won't be published but, sir, for your
13 note the first account is MERP000399 and for the
14 interviews it's MERP001426 through to 28.

15 Then, of course, Ms Lucas gave her impact evidence
16 to this Inquiry on 10 September.

17 In her statement to this Inquiry, in answer to the
18 Rule 9 Request, Ms Lucas first set out her background
19 and qualifications. Ms Lucas explains that she has over
20 15 years' experience in teaching. Her formal
21 qualifications are BA honours in primary school teaching
22 and primary education with QTS -- qualified teaching
23 status -- and also a BTEC diploma in early years. She
24 has worked with year 1s and year 3s in China and in
25 Merseyside, Sefton as a supply teacher. She was

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1 requirement to register extra-curricular activity of
2 this kind with Ofsted.

3 The classes aimed to encourage children to feel
4 empowered and Ms Lucas provides examples of feedback
5 supportive of the positive wellbeing impact of the
6 classes that she ran.

7 As regards the attack itself, Ms Lucas expressed
8 a wish to add to her first account but she did not feel
9 able to do so at the time of providing this statement to
10 the Inquiry.

11 Ms Lucas then addresses the topic of guidance,
12 policies and legal duties relevant to holding the event.
13 Ms Lucas states she was aware of the duties to have
14 insurance in place. She exhibited the insurance she
15 had.

16 She was aware of the duties to have the relevant
17 qualifications to deliver the class and to have DBS
18 clearance in place, all of which she explained she did
19 have and exhibits the relevant documentation.

20 She states that she was following the guidance laid
21 down in the YogaBeez teaching Foundation and Advance
22 Training Manuals, which she also exhibited.

23 As regards guidance, Ms Lucas refers to the
24 Department for Education non-statutory guidance
25 "After-school clubs, community activities and tuition

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1 previously, for some eight years, a class teacher at
2 a primary school teaching children aged between 4 and
3 11 years old. This was at Churchtown Primary School.

4 While Heidi Liddle was known to Ms Lucas previously
5 it was at this school that their professional
6 relationship developed as Heidi Liddle was Ms Lucas'
7 teaching assistant there for some three years.

8 Ms Lucas' yoga business was called Enlighten. She
9 ran it as a sole trader. She had completed yoga teacher
10 training for toddler to primary age children, as well as
11 an advanced yoga course qualifying her to teach primary
12 age children through to adults.

13 She had in-date, enhanced DBS clearance and an
14 Advanced Safeguarding Children Protection and Prevent
15 Certificate, which was due to renew over the summer.

16 Ms Lucas also now has completed her diploma
17 qualification in therapeutic counselling. Sir, you may
18 recall that that was something she addressed in her
19 impact evidence. She additionally has a mindfulness
20 qualification.

21 Enlighten provided what Ms Lucas described as
22 children and family yoga classes. She provided them at
23 a number of venues: The Hart Space, Churchtown Primary
24 School, Redgate primary school, Meols Cop High School.
25 It was not Ofsted registered, as there was no

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1 safeguarding guidance for providers". That's the OOSS
2 Guidance, sir, published in September 2023 which we saw
3 this morning, and she states that, within that guidance,
4 she fell within the heading "Extra-curricular activity"
5 as a subject-specific exercise class. The reference for
6 that guidance is DFE000018.

7 Ms Lucas had a safeguarding policy, IWS000025, and
8 risk assessment, IWS000027.

9 She also stated that she had met with Ms Liddle to
10 discuss the running of the event. Enlighten did not
11 have any employees. This was a joint event with
12 Ms Liddle, who Ms Lucas knew to have qualifications as
13 a teaching assistant and as a dance teacher and someone
14 who was enhanced DBS checked and safeguarding trained.

15 Ms Lucas states that she had repeated first aid
16 training but she was not, at the time of writing her
17 statement, able to locate her first aid certificate.

18 Ms Lucas said that while the teacher standard rules
19 and regulations were not applicable, she follows them
20 automatically and was well versed in safeguarding
21 matters, she knew how to make referrals and knew where
22 to obtain additional guidance, if it was required.

23 As regards the planning of this particular workshop,
24 Ms Lucas explains that the collaboration with Ms Liddle
25 was aimed to make the workshop more fun, combining yoga

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1 and dance. While this was the first event that they had
2 done together, Ms Liddle was known to her, qualified and
3 someone she trusted.

4 Ms Lucas then addresses The Hart Space venue. She
5 describes it as a well-loved, well-used,
6 well-established community and family venue. She was
7 looking for a new venue in 2023 and knew of Mrs Scholes'
8 professionalism and good reputation and reliability.
9 Ms Lucas was able reliably to book secure weekly slots
10 with Mrs Scholes. She describes an early meeting with
11 Mrs Scholes going through the hire basics. This was
12 verbal not written.

13 For the workshop on the 29th, they had
14 a conversation because it was not Ms Lucas' regular
15 booked slot. She states that Mrs Scholes was good at
16 alerting to any health and safety issues, such as recent
17 works to the building or equipment that may have been
18 left out. Nothing specific was raised about the 29th,
19 although Ms Lucas messaged Mrs Scholes on her arrival
20 about the air-conditioning, which appeared not to be
21 working.

22 Ms Lucas describes working in accordance with The
23 Hart Space policies, as they had been described to her.
24 She assessed the venue as both safe and suitable for the
25 type of event she was holding, namely yoga and movement.

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1 from whom she did not have sufficient information the
2 day before the event, including regarding who would be
3 collecting the child and contact telephone numbers.

4 There were consent and liability forms. Ms Lucas'
5 contact details were available to those who had booked.
6 The register for the event included any relevant medical
7 conditions. The register was completed on the day of
8 the event. There was a process for checking that any
9 declared medical needs still made it appropriate for
10 Ms Lucas to have that child as a participant.

11 It is Ms Lucas' account that it was never mandated
12 that parents had to leave the workshop. She states that
13 in previous classes she had parents stay to monitor and
14 supervise their own child where they had special
15 educational needs. In the event of such a request,
16 Ms Lucas states she would conduct a case-by-case bespoke
17 risk assessment by observing the child and speaking with
18 the parent.

19 Ms Lucas' reflection is that, if she believed the
20 event carried the risk of an attack, she would not have
21 delivered the workshop. If she had foreseen it as even
22 a possibility, she states she would never have exposed
23 herself or others to the risk and simply would not have
24 run the event. She states that she has not held
25 an event since and has not, in fact, worked since.

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1 Her Enlighten risk assessment complied, in her view,
2 with The Hart Space risk assessment and The Hart Space
3 fire procedure.

4 The class-specific risk assessment for workshops at
5 The Hart Space was renewed annually. Her risk
6 assessment included all risks which Ms Lucas had
7 foreseen.

8 By reference to the DfE's OOSS Guidance, Ms Lucas'
9 understanding was that, as an event with fewer than five
10 helpers, she did not need to write a health and safety
11 policy. Ms Lucas says that Mrs Scholes had previously
12 pointed out the fire doors and described the evacuation
13 route. She considered that Mrs Scholes, as the tenant
14 or the building owner, was responsible for the building
15 fire safety and evacuation plan.

16 Ms Lucas then turns to address the workshop in more
17 detail. It was for children aged five years plus,
18 Taylor Swift themed, bringing together yoga and dance.
19 There was an online booking form with terms and
20 conditions, sir, which you have at IWS000028 through to
21 IWS000031. These included instructions about hair being
22 tied up and suitable footwear. If any parent had not
23 signed these on booking, Ms Lucas would get a signature
24 at drop off. Ms Lucas knew some of the children
25 previously. She states she'd made contact with parents

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1 Ms Lucas then turns to address the security
2 arrangements at The Hart Space.

3 The key for the studio room was kept on-site.
4 Ms Lucas had her own key to the front door which was
5 communal.

6 Ms Lucas explains that when the class had finished
7 in the downstairs studio, she took the children
8 upstairs, then returned down to lock the downstairs
9 studio to prevent unsupervised access and avoid any
10 confusion on the part of parents about the pick up
11 location.

12 The front door leading to the upstairs studio was
13 used by multiple people in more than one business. It
14 was a fire door and it was not appropriate to lock it
15 during the day. Ms Lucas said that she would only lock
16 this door of an evening, when the other unit was not in
17 use, to secure the building after leaving.

18 Ms Lucas states that the doors between the first
19 floor studio and the landing provided access to the
20 toilet facilities.

21 They were also fire doors and were the only means of
22 fire exit from that room. Locking those doors would,
23 she says, have been a breach of fire safety regulations
24 and a breach of her agreement with Mrs Scholes.

25 Ms Lucas also gives her view that these doors would

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1 have been capable of being kicked in if locked. Had
2 they been locked and someone had knocked, Ms Lucas
3 states she would have opened the door, assuming it to be
4 an arriving parent. There was no see through panel on
5 the doors.

6 Ms Lucas then addresses the adult to child ratio,
7 which she described as the only additional security
8 measure she considered. Ms Lucas followed a ratio of
9 1:15 but states that she capped this workshop at 26.
10 She states that further security measures would not have
11 been practical.

12 Ms Lucas then gives her reflection on events.
13 Before the attack she considered the guidance and
14 resources available to her were adequate for her to
15 organise and hold the event and she states that she had
16 a wealth of experience running such groups. She says as
17 follows at paragraph 60 of her statement:

18 "In hindsight, I cannot possibly now say it was
19 adequate. Nothing ever advised me that I should plan
20 for what to do if a workshop came under attack. If it
21 had, I simply would not have held such an event.
22 Despite having all the required documentation, aligned
23 with guidelines, this was all irrelevant when faced with
24 an unforeseen life or death situation. A situation that
25 should have been under control and prevented by multiple

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1 and they should be made aware of any relevant prior
2 convictions of those who pose risks.

3 She considers that, while not based on the class she
4 held on the day, anyone holding a class with youths
5 should be made aware of the risks posed by individuals
6 within that class, so they can clearly risk assess and
7 this, she says, should include convictions or referrals
8 to Prevent.

9 It is Ms Lucas' view that the club was successful
10 and the attacker was the issue. She states that the
11 police had stated that, if the door was locked, the
12 outcomes would have been severely worse. AR would still
13 have found a way in or would have waited in the carpark.
14 If the door was locked, Ms Lucas would have gone to the
15 door, opened it and been the first to have been attacked
16 and AR would have got access to the room regardless and
17 potentially blocked the exit at the door, such that more
18 would have died and she would not have been able to call
19 for help or alert others for assistance. She sets out
20 some detail as to why she considers this would have been
21 the case.

22 Ms Lucas suggests that activity providers could be
23 quality assured in future. Providers could be held on
24 a database and could then be alerted if needed, as can
25 happen with schools. She considers that the council and

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1 organisations and services that keep the general public
2 safe. Those organisations and services have let me
3 down."

4 Ms Lucas states that, at the time, she did not
5 consider that there was anything that she could or
6 should have done differently. She states that she was
7 qualified, knew the venue and had conducted a risk
8 assessment, had been diligent in collecting the
9 appropriate information about each child and the parent
10 who would be collecting them.

11 She states that, had she known there was someone who
12 was killing children, she would not have organised the
13 club.

14 Ms Lucas considers that other workshop facilitators
15 at the venue were using the exact same format to her and
16 still run their clubs in that way at new venues.

17 Ms Lucas states that, if small businesses are to be
18 expected to plan for such instances, then they must be
19 made aware of high-risk individuals in the community.
20 Educators should be made aware of information of
21 potential risks to the people in their care. There
22 should be sharing of multi-agency information to help
23 people assess risks and take informed decisions.
24 Confidentiality, she says, will need to be overridden to
25 assist those with a duty of care to youths or children

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1 the police should know where and when each activity
2 takes place, so they can communicate with providers in
3 the event of an emergency.

4 Ms Lucas notes that, in the context of this Inquiry,
5 in the absence of such quality assurance, she has had to
6 advocate for herself as a sole trader about the
7 arrangements that were in place. She says, if this had
8 been a school, the school would have stepped in to
9 provide the evidence about risk assessments. She states
10 that, as a sole trader, she has had to participate in
11 the Inquiry as a victim, providing a statement about her
12 organisation. She states that she is willing to assist
13 the Inquiry but this has taken a huge toll on her mental
14 wellbeing.

15 Ms Lucas states that, if the Inquiry were to
16 conclude that locked doors with intercom facilities and
17 cameras are required for a small community activity, the
18 Government will need to provide funding for this as it
19 wouldn't be feasible for most small businesses. She
20 notes that, otherwise, prices for community activities
21 would increase, with a detrimental impact on children
22 and their wellbeing.

23 Ms Lucas next addresses her campaign Let's Be Blunt
24 in her statement. She explains that a change to
25 blunt-ended knives would not have prevented this attack

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but she is focused on removing the possibility of attacks committed on impulse by simply grabbing a kitchen utensil and by making it more difficult for others to purchase a sharp knife when the intention is there.

Sir, this is something which the Inquiry will be looking at in Phase 2, so I will not detail this part of the statement further, save to note that Ms Lucas has responded to the initial Inquiry request for an outline regarding her campaign and the barriers she has experienced.

At paragraphs 109 to 115 of her statement Ms Lucas set out concerns and her views about a number of other matters. Sir, not all of those may be within your terms of reference but they are contained in the witness statement that will be published.

Sir, as I have indicated, with the assistance of Ms Lucas' recognised legal representatives, we will endeavour, if practical and appropriate, in light of Ms Lucas' vulnerabilities, to obtain a further written statement from her to answer the questions and points of clarification I would have sought to explore with her in questioning today.

What I have set out is a summary only and her statement which has already been disclosed to Core

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SIR ADRIAN FULFORD: Thank you very much.

MR BOYLE: For this topic, there is inevitably a very significant body of evidence gathered, both by Merseyside police and the Inquiry, about the attack and its immediate aftermath.

As set out in the opening, sir, you determined that this Inquiry will not call a large number of factual witnesses to the attack to give oral evidence. Very little, if any, of that evidence is in dispute and calling it would inevitably inflict yet further trauma on the victims, their families and on the members of the public and emergency services who attended the scene.

It is though appropriate for some -- I emphasise not all -- of that material to be adduced to ensure that there is a sufficient body of evidence on the public record. The way we are going to do that is by summarising the roles of a number of the key individuals by reference to their statements, which I anticipate will take a little under 30 minutes. I would ask, sir, that each of those statements is then formally entered into evidence and they can then be placed on the Inquiry's website with suitable redactions.

I ought to say that, though we have sought to avoid going into details of injuries, first aid or medical interventions, there is inevitably going to be material

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Participants will be released on the Inquiry's website in the usual way.

SIR ADRIAN FULFORD: Thank you very much.

Yes, Mr Boyle.

Summary of further evidence relating to the attack by

MR BOYLE

MR BOYLE: Sir, this is a summary of further evidence relating to the attack. I will just set out the purpose of these presentations in Phase 1.

For each of the topic areas in our Phase 1 evidence, we intend to provide a brief public presentation of other evidence made available to the Inquiry. This is not intended to cover all of the material that has been disclosed. Instead we will aim to provide an objective overview that makes public key statements and other material which has been received by the Inquiry but where the witness has not been called or the material has not yet been brought out in the public hearings. Unlike in an inquest, we will not be reading the evidence but seeking to give a fair high-level overview of it.

Sir, the presentation of other evidence on the attack phase, we have reached the end of the live evidence being called as to the attack, so this is our first presentation on the other evidence on that topic.

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summarised here that may be distressing for the victims and for others who were at the scene.

I start with security at the venue.

The first witness to assist in setting the scene is Helen Hayes and, sir, I will give references throughout -- hers is IWS000001 -- but they don't need to be brought up on the screen. She is the wife of Mr Jonathan Hayes, from whom you heard impact evidence. She was a director of the company that owned the building containing The Hart Space and Calculus Legal Costs. She explains that Jonathan Hayes was primarily involved in arrangements around their leases. Jenie Scholes, from whom you heard this morning, was one of the leaseholders initially of the upstairs unit only and then the upstairs and downstairs units. Mrs Hayes explains the layout of the building about which we have heard. She says that she and her company had no involvement in the sub-lettings by Mrs Scholes, for example to Ms Lucas.

In terms of building security, Mrs Hayes sets out from her paragraph 28 details of the doors and locks on the building and who had access to them. There was external CCTV. The principal emergency exit was down the communal stairs and out of the door into the carpark. If that exit was blocked, there was

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1 a secondary emergency exit through the Calculus office
2 with doors leading out into the carpark that can be
3 operated with a panic bolt from the inside.

4 She had no role in assessing whether security
5 measures were appropriate for any particular use of the
6 premises, beyond letting a space to Mrs Scholes with
7 lockable doors.

8 Mrs Hayes notes that, in her view, even if the door
9 to The Hart Space had been locked, it was likely that
10 anyone who had knocked would have been let in.

11 I move on to evidence of surviving adult victims and
12 of Calculus staff. That's the evidence of Heidi Liddle
13 and Jonathan Hayes, and I will then deal briefly with
14 the evidence of other staff from Calculus, before
15 turning to the other members of the public who responded
16 and then to the emergency services. At this point it is
17 relevant to recall DCI Pye's evidence that, in such
18 a traumatic and terrible event, the genuine
19 recollections of those present might not fully align as
20 to the precise sequence in which things happened.

21 Heidi Liddle at IWS000002 and MERP001439, and from
22 it whom you heard impact evidence, was of course
23 assisting Leanne Lucas in delivering the dance and yoga
24 class to the girls. She is a dance teacher and teaching
25 assistant who had worked with Ms Lucas before. She

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1 MERP000845, who came to Mr Hayes' aid immediately after
2 he was injured and confronted AR, causing AR to leave
3 the Calculus offices; Josh Davis, whose initial account
4 is MERP002292; and Robby Feeney whose initial account is
5 MERP001877.

6 So I move on to other members of the public.

7 James Dixon, MERP000686, and Colin Parry,
8 MERP000303, worked in Masters Vehicle Body Repairers,
9 the garage at 36A Hart Street. You have heard from
10 Mr Poland about them challenging AR's refusal to pay.
11 It was Mr Parry and a customer who actually challenged
12 him about his non-payment, twice in quick succession.
13 Mr Parry recalls AR aggressively saying "What are you
14 going to do about it?" to each of them in turn.

15 A few minutes later, Mr Dixon heard screams and went
16 towards The Hart Space to find out what was happening.
17 You have heard that there was no visibility from the
18 garage into the area outside The Hart Space. He saw the
19 girls running past him, some injured, and the white BMW
20 driven by the mother of Child Q, with children in the
21 back. He telephoned Mr Parry, telling him to come and
22 help. He saw C1 fall to the floor outside The Hart
23 Space and, despite potential risks to himself, Mr Dixon
24 went to pick C1 up and carried her from the carpark onto
25 Hart Space. That act is captured on the CCTV and the

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1 describes the class splitting into two, for dance and
2 for yoga, with the change over halfway through and then
3 the groups coming back together at the end to make
4 bracelets. As we have heard from DCI Pye, during the
5 attack, she pushed Child X into the toilet, going in
6 with her and locking the door. They hid there until
7 they were found by Police Sergeant Gillespie after AR
8 had been detained.

9 I am not going to summarise the individual accounts
10 from the staff at Calculus, including Jonathan Hayes,
11 MERP001420, because DCI Pye has already done so, but we
12 remind ourselves that Jonathan Hayes, upon being alerted
13 to a child being injured outside, immediately left his
14 office to try and help and, in doing so, encountered AR
15 on the landing. He tried to grab AR's knife and was
16 attacked and seriously injured by him and that, at this
17 point, even though all the injuries to the surviving
18 children had already been inflicted, Ms Liddle and
19 Child X were still in the toilet cubicle. There was
20 therefore the potential for AR to cause yet further
21 injury.

22 We also remind ourselves that Jonathan Cape,
23 MERP000068 and MERP001429, on seeing C1, made the first
24 999 call to the Ambulance Service. The other Calculus
25 staff were Joseph Manning, MERP001230; Adam Martindale,

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1 Inquiry has looked at the timings of it. Mr Dixon then
2 tried to stop the bleeding until paramedics arrived,
3 staying with C1 until she was taken to hospital.
4 Mr Parry also came to the scene, made a call to 999,
5 passing on the details of the injuries he could see.

6 Outside the building, a number of members of the
7 public responded to the incident. I start with Q-M,
8 MERP001140, the mother of Child Q, from whom you have
9 already heard impact evidence. She had come to The Hart
10 Space to collect her daughter. She was the driver of
11 the white BMW that has been mentioned a number of times
12 in evidence. She, with other family members, was sat in
13 the car in the carpark waiting for the class to end.
14 She saw people running out and heard screaming. As well
15 as getting Child Q into the car, a number of other girls
16 took shelter in and around the car too, including C3, C6
17 and Alice. Mr Verite, to whom I will come shortly, and
18 Mr Dixon helped other girls just outside the car, and
19 Q-M was then able to drive out of the carpark and into
20 Hart Street where she parked, so that first aid could be
21 given to the injured children.

22 I have already mentioned Joel Verite, MERP001434.
23 She was in a passing vehicle with Marcin Tyjon when they
24 saw Leanne Lucas in the road, on the phone to the
25 police. He got out of the vehicle, spoke to Ms Lucas

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1 and saw that she was injured. He was told that someone
 2 was stabbing kids. He could see that there were injured
 3 children in the area. He got Ms Lucas to indicate where
 4 this has happened, which she did, and he also took the
 5 phone from her and began speaking to the police control
 6 room. As I have said, he then went to the car driven by
 7 Q-M, which had a number of girls inside it. He saw
 8 Alice on the ground next to the car and he picked her up
 9 and moved her into Hart Street, where Mr Tyjon could
 10 provide first aid. He also took his top off so Mr Tyjon
 11 could use this as a makeshift bandage. He then ran to
 12 The Hart Space and started to go upstairs, shouting to
 13 see if anyone was present. At the top of the stairs, he
 14 saw AR still armed with the knife. Quite understandably
 15 he retreated but he had the presence of mind to smash
 16 the glass door to prevent AR locking or barricading
 17 himself in. Shortly afterwards, you have heard that it
 18 is Mr Verite who Sergeant Gillespie encountered on his
 19 arrival. Mr Verite provided Sergeant Gillespie with
 20 important information about what he was facing inside
 21 and you have heard that it was Mr Verite who then, as AR
 22 was being detained by police, carried Bebe out of The
 23 Hart Space into the carpark to seek aid for her.

24 As I have mentioned, Mr Verite's colleague was
 25 Marcin Tyjon, MERP001442. After he and Mr Verite spoke
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1 with Q-M, who had a number of children in her vehicle by
 2 this point, telling her to stay in the car with them and
 3 stay safe. After the police went into The Hart Space,
 4 he followed with the intention of providing first aid to
 5 anyone inside who was injured. Mrs Mitton describes the
 6 assistance and reassurance she gave to the girls who
 7 came into their home address, a number of whom were
 8 injured. She called the Ambulance Service. Manju John
 9 MERP001033, a nurse, came to the address and was able to
 10 speak to the Ambulance Service, passing important
 11 information and giving first aid to the children. Both
 12 parents and paramedics then came to the address.

13 Julie Woof, MERP000386, was in a car with her two
 14 children driving on Hart Space when she heard children
 15 screaming and saw the chaos. She saw Martin Fessey,
 16 MERP000678, providing first aid to an injured girl, C2.
 17 Like others, Mr Fessey had been at home, heard the
 18 commotion and went to assist. He had found C2 lying on
 19 the ground injured. Ms Woof got out of her car, telling
 20 her children to stay put, and went to help. They both
 21 tried to manage C2's injuries and reassure her. C2-F
 22 arrived shortly and they helped reassure him too.

23 Ms Woof and Mr Fessey continued to look after C2
 24 until PCSO Barry Calder, MERP001072, arrived, and then
 25 also paramedics. Ms Woof and PCSO Calder also spoke
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1 to Ms Lucas and Mr Verite carried Alice out of the
 2 carpark, Mr Tyjon started performing first aid on Alice
 3 until the paramedics arrived. You will recall, sir,
 4 Professor Lyon's evidence about the appropriateness of
 5 the bystander aid that was given to Alice, including by
 6 Mr Tyjon.

7 Andrew Batchelor, MERP001424, heard children
 8 screaming and went to find out what was going on.
 9 Someone, likely Mr Mitton, to whom I will come, shouted
 10 at him to call the police. He called 999 at 11.49 and,
 11 while making that call, also got towels to help stem the
 12 bleeding of one of the injured girls. Still on the
 13 phone and passing information to the police, he helped
 14 Mr Tyjon with first aid for Alice, again until police
 15 and paramedics arrived, and then he went to help manage
 16 traffic, keeping Hart Street clear until police took
 17 over from him.

18 Stephen and Pamela Mitton, MERP001041 and MERP000792
 19 respectively, live nearby. They heard screaming and
 20 then saw children running towards them. One was
 21 shouting that she had been stabbed. Mr Mitton let the
 22 girls into their house and shouted to alert his wife.
 23 He ran towards the business park and backed up Mr Verite
 24 at the front door of the Hart Space, helping to make
 25 sure AR could not escape from the building. He spoke
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1 with Ms Liddle, comforting her in the immediate
 2 aftermath. PCSO Calder also took it upon himself to
 3 collect the contact details of many of the members of
 4 the public present.

5 Sir, I move on next to emergency responders.

6 That gives an overview of the initial actions by
 7 members of the public at the scene, focusing on those
 8 who were there prior to the first emergency services.
 9 I now turn to the initial emergency service responders,
 10 which can be covered quite briefly, as you have heard
 11 a good deal of evidence about their actions already.

12 You have heard that first on the scene was Police
 13 Sergeant Greg Gillespie, MERP001335. He had a baton and
 14 PAVA spray but no firearm or Taser. You have heard that
 15 he arrived at 11.56.53, just under ten minutes after
 16 Ms Lucas' call was first connected to MerPol. He had
 17 passed a NWAS vehicle on the way, that was the vehicle
 18 driven by Paul Smith, and knew it was following him in.

19 On arrival he spoke to Mr Verite and a number of
 20 parents and Mr Verite told Sergeant Gillespie to follow
 21 him. They went to the smashed door to The Hart Space,
 22 arriving there within 11 seconds. His initial intention
 23 was to go in but Mr Verite cautioned him against that
 24 because "He's got a knife", and a baton would not be
 25 sufficient. You will recall Mr Verite said to him, "You
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need a fucking gun, mate, that's doing nothing".
Mr Verite, as we have covered, had seen the knife that AR was armed with. Very shortly afterwards, Temporary Police Sergeant Luke Holden, MERP000180 and PCSO Timothy Parry, MERP000053, arrive.

Sergeant Holden was armed with a Taser. Within a matter of seconds thereafter, Sergeant Gillespie and Sergeant Holden entered the building, having posted PCSO Parry at the door. You have heard already how they came to detain AR, PCSO Parry also coming in on hearing the shouts of "Knife!" and then, in turn, find Bebe, who Mr Verite carried outside, find Elsie in The Hart Space, find Ms Liddle and Child X and find the injured Mr Hayes and the staff inside the Calculus office. They made arrangements to extract Ms Liddle and Child X as quickly as possible. I should also mention the significant assistance these three officers received from PC Alan Carr MERP000828 and PC Simeon Shakespeare, MERP000935. They attended very shortly after the initial entry to the building and went in to help.

Sir, I should mention PC John Lloyd, MERP007525. He was one of the responding firearms officers and a qualified operational firearms commander. As such, he had done a more advanced first aid course, known as the D13 course. By the time of his arrival, PC Lloyd knew

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for them was to ensure that additional resources arrived at the scene as quickly as possible and he swiftly conveyed the need for those resources back to the emergency operations centre.

As the first ambulances began to arrive he directed the paramedics to start treating casualties, including Bebe, who Mr Verite had brought out to him. He also carried out triage of Elsie and Jonathan Hayes. As further senior NWS staff, such as Gary Fitzpatrick, MERP000286 and NWS001078, began to attend, Mr Smith conducted a handover to them.

Turning to Mr Smith's colleagues. Gemma March-Jackson, MERP000128, Katie Johnson, MERP000417, Richard Krcmar, MERP001284 and NWS000978, and David Baxter, MERP000293, were the next four ambulance staff on the scene. Mr Krcmar treated C1 and Alice before moving on to triage and treat other casualties after handing over their care.

Mr Baxter and Ms Johnson treated Bebe after Mr Verite had brought her outside, until she was sadly declared deceased. Mr Baxter then took C6 to hospital. Ms March-Jackson treated C2 and then two further injured children before she and Ms Johnson conveyed Ms Lucas to hospital.

There were of course many other paramedics present,

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that AR had already been detained. He therefore went to assist the paramedics. He took over from paramedics doing the chest compressions for Alice and continued these for a considerable period under the supervision of those paramedics, thereby freeing up one paramedic. He can be seen on the body worn footage carrying out that CPR, while also giving radio messages as to the situation at the scene. Like Mr Tyjon, PC Lloyd's contribution is captured in the commendation given by Professor Lyon to the high standard of bystander intervention in her care.

Turning to the initial ambulance response, as I mentioned Sergeant Gillespie had spoken to senior paramedic team leader Paul Smith, MERP000723 and NWS000990, on his way to Hart Street. Despite being told to stand off by ambulance control twice and, at around the same time, being told that there were reports of armed men, Mr Smith decided that with police on scene he would be "safe enough" and made his way directly to the scene. On arrival he began to triage casualties, dealing first with Alice, with C1, with Ms Lucas and with another injured child. As he says in his statement to the Inquiry, he had never in his professional career seen injuries like these and was completely taken aback by what he was witnessing. The best thing he could do

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some of them, such as Catherine Jones, NWS001066 and Paul Brennan, MERP001187, were mentioned in the summary of Professor Lyon's evidence in relation to the care of Alice. As well as PC John Lloyd, who I have mentioned, others involved in the emergency care given to Alice, as well as caring for other casualties at the scene, were Matt Bousfield, NWS001068, Ian Carville, NWS001067, Guy Halsall, NWS000974 and MERP001321, and Simon Boardman, that's MERP001367, NWS000992 and NWS000980. Alice then received considerable further care from clinicians at both Southport and Formby General Hospital and Alder Hey Hospital. The emergency care given to Alice was described in the report of Professor Lyon that you heard summarised last week.

Of the other paramedics in attendance, Chelsea James, MERP000209, had the sad duty to declare Bebe deceased. She also attended to Jonathan Hayes and C2. I should also mention Gillian McKenna, MERP001294, the first paramedic to treat C4 and who then conveyed her to hospital; Amy Spicer, MERP001167, who treated C5 and conveyed C6 to hospital; Arthur Morris, MERP001043, who treated C7 after police had provided an initial first aid and who then conveyed her to hospital; and Caitlin Donohoe, who likewise took over care of C8. C8 had been found in the doorway of a house, from context probably

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the Mitton's house, by C8-M and her boss Jane Davies, MERP001008, and was then treated by armed police.

Sir, there were of course very many more members of the emergency services, including Merseyside Fire and Rescue Service and the North Western Air Ambulance, as well as police and NWSA, who attended in various capacities, including providing important first aid to the injured children and carrying out command roles at the scene. In relation to the latter, you have heard about Inspector Philip Cowin, MERP000268, from the police, and Gary Fitzpatrick from NWSA, both of whom took over command on their arrival and directed their respective agency's responses.

I reiterate that I mean no disrespect to any of the other members of the emergency services who attended or clinicians who provided further care at hospital in not mentioning them here in what is inevitably a partial summary. The position in relation to all emergency responders may well have been aptly described by Mr Smith in his statement to the Inquiry, NWSA000990, at paragraphs 43 to 44:

"I would like the Inquiry to understand that as emergency responders we build some resilience to dealing with patients who have suffered severe injuries or illness. However, we are all human beings and have all

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off-duty nurse, who encountered the scene while driving to the shops. He saw paramedics and went to help, assisting with CPR and other treatment given to Alice. He also helped with the treatment of other casualties, sought to reassure the families who were there and in particular did what he could to assist the Stancombes at the scene.

Sir, in conclusion, you will recall that DCI Pye described the public response to this tragedy as a case of bad meeting good. Though, inevitably, this summary has not picked up on every aspect of the attack or the response to it, it will be our submission to you, based on this presentation, that the description was an entirely apt one.

That concludes the evidence we intend to call about the attack itself.

SIR ADRIAN FULFORD: Thank you very much indeed, Mr Boyle. That's very helpful.

Mr Moss?

MR MOSS: Thank you, sir. For tomorrow, with your permission, we will sit at 10.00 am and the programme for tomorrow is that we will hear from Joseph Wheeler of Knife Warehouse, from Juan Martinez of Hunting & Knives, who will give evidence remotely, and from Luke Bullock of Springfields, who will also give evidence remotely.

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been greatly affected, some more than others, by the horrific events that occurred that day."

He goes on to say that "so many people have been so severely affected by the events that occurred" and that his thoughts will forever remain with them, giving his condolences.

Sir, that concludes the emergency responders. I move on to further members of the public.

I should mention three further members of the public who assisted the emergency services in their response. The first is Joanne Martlew, MERP000848, a former Coast Guard and Fire and Rescue Service employee with advanced medical training, who was also driving down Hart Street. She arrived shortly after police and ambulance did and assisted them in providing emergency care to a number of injured children and in coordinating the medical response.

The second is Abigail Butler, MERP001347, an off-duty nurse who was called to the scene by her sister, Jenie Scholes, and who also arrived just after the first ambulance crews did. She also helped with the emergency medical response to a number of injured children and was also one of the first to provide care to Jonathan Hayes within the Calculus office.

The third is Mikhail Lawler, MERP000065, also an

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SIR ADRIAN FULFORD: I think we have tested the link with Spain and it works.

MR MOSS: Thank you, sir.

SIR ADRIAN FULFORD: 10.00 tomorrow.

(2.50 pm)

(The Inquiry adjourned until 10.00 am the following day)

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