

Witness Name: Helen Hayes

Exhibits: None

Dated: 28 July 2025

THE SOUTHPORT INQUIRY

[FIRST] WITNESS STATEMENT OF HELEN HAYES

I, Helen Carol Hayes will say as follows: -

INTRODUCTION

1. I am the Director and sole owner of JGH Developments and the Legal Secretary of Calculus Legal Costs Holdings.
2. This witness statement is made to assist the Southport Inquiry (the "**Inquiry**") with the matters set out in the Rule 9 Request dated 14 July 2025.

BACKGROUND

3. The attack on 29th July took place at the Hart Space and on a communal landing outside the Hart Space. Both the Hart Space and the communal landing are within a building owned by JGH Developments.
4. I have been a Legal Secretary since I was 17 years of age and worked at various firms of solicitors over the years. I have been the Legal Secretary of Calculus Legal Costs Holdings (hereafter referred to as Calculus) since 2003. I became a Director of JGH Developments since the company was formed in May 2016.
5. Originally there were 3 shareholders of JGH, which is named after John Hayes, George Hayes, and Helen Hayes. George is the son of John Hayes. John Hayes held 40% of

the shares, George held 30% of the shares and I held 30%. John Hayes was the sole director at this point. I was appointed as a director on 12 May 2018.

6. In March 2019, John Hayes resigned as a director and relinquished his 40% of the share to me, meaning I then held 70%. In March or April of 2025 George Hayes relinquished his shares to me giving me 100% of the shares.
7. Although I am the sole director and shareholder of the business, I actually have no involvement in the running of the business. John Hayes runs the business on a day-to-day basis. I have therefore had to seek answers from him in responding to this Rule 9 Request. Where the answer is from Mr Hayes, I will make that clear.
8. John Hayes has explained that JGH bought the building in 2019. We were looking for an office space. It was a multi occupier site with existing tenants. Upstairs was formerly occupied as a gym and was in a pretty run-down state. We bought the whole building and spent some money refurbishing it to a reasonably high standard. Calculus Legal Costs Holdings occupies one half of the upstairs on the right hand side, as you look at the building from the car park. JGH sublet the other half to Jeniffer Scholes.
9. There is a lease in place between JGH Developments and Calculus meaning Calculus pays rent to JGH like all the other tenants.

Factual Narrative of Involvement

10. I had no involvement in the arrangements of the lease. John Hayes has explained that Ms Scholes approached us to find out about leasing the space. He thinks we paid Fitton Estate Agents a fee for finding us a tenant. Claudia Kaya from Morgan Finch Solicitors acted for Ms Scholes in conducting and agreeing the lease negotiations with us.
11. I am told by John Hayes that we initially leased the upstairs unit to Ms Scholes some time in 2021 to use for Mother and Baby Yoga classes. I will refer to the upstairs unit where the incident took place as the Hart Space. Ms Scholes then leased the downstairs space when it came available a couple of years later. John believes this was around the end of 2023 / start of 2024.
12. I know that the initial lease was for Mum and Baby Yoga classes. Both Mums and babies were present, there were no unaccompanied children. That is my understanding.

13. I am not aware of the precise details of the lease or the area that was covered by it. I am told by John Hayes that he is currently unable to locate the lease plans setting out the demise, however he has explained the following:
14. The doors, landing and stairs were communal spaces and provided shared access for Calculus staff on one side and Ms Scholes on the other. The toilets in the landing space were exclusively for the use of Ms Scholes. Calculus has separate toilet facilities within the Calculus office space. The landing area was communal.
15. There are 2 units downstairs named units A and B. They are leased as one. There is no internal access to A or B from inside the building, they can only be accessed from external doors in the car park area. Behind the roller shutter door is a door which is to Unit B. There is a separate door to Unit A which is to the left. Ms Scholes had keys for Unit A, Unit B, The Hart Space, and the main entrance door which led to the Hart Space and the office space occupied by Calculus Holdings.
16. Personally, I did not know that Ms Scholes was subletting the Hart Space but I know from speaking to John that she can. I therefore had no awareness of the sublet to Leanne Lucas at all or specifically on that day.
17. I am told by John Hayes that he was aware that Ms Scholes was subletting the unit. That was permitted within lease arrangements. Mr Hayes had no input, knowledge or control about to whom or when the space was sublet. Ms Scholes never advised in advance or provided information afterwards who she was subletting to or for what purpose. Mr Hayes would see people arrive who were not Ms Scholes so he had awareness that other people were using the space. He was not aware of the purpose of using the space but assumed it was similar to Mother and Baby classes.
18. I had no knowledge about the workshop on the day. John Hayes advises me that he was not aware of the workshop either.
19. John Hayes has confirmed that there will be paperwork and correspondence relating to the original lease but, no correspondence regarding this specific event.

Particular Issues Relevant to My Involvement

20. I had no awareness of any requirements of the freeholder of the Hart Space. John Hayes maintained responsibility for the day to day running of JGH Developments.
21. John Hayes has explained that beyond the requirement to have a lease in place which we had, we had conducted a fire risk assessment. This concluded that there was no flammable material in the Hart Space unit, there was no hazardous material or waste being stored there. There are no naked flames and no cooking facilities. We ensured there were more than an adequate number of fire extinguishers installed, we maintained the fire alarm system, we installed smoke alarms as part of our refurbishment, and there was a fire blanket on site. Smoking is not permitted in the building. The internal doors are 30-minute fire rated. Fire rated plaster board was used on the stairs. There is a fire exit via Calculus.
22. The building was insured, it had fire doors and it met the criteria that was expected. The building overall had an alarm system installed.
23. John Hayes has further explained that he is not aware of any guidance, policies or legal duties over and above the obligations as landlord, which includes the requirement to have an electrical safety equipment certificate, and that equipment is tested every 2 years with a fire risk assessment which was conducted at the outset. We have several fire extinguishers around the building.
24. In terms of changes to the unit, John Hayes has explained that we installed a new staircase as the one present at the time of purchase wasn't safe in his opinion, so we changed that. We also installed non-slip treads on the staircase, an adequate handrail, and emergency lighting, which has proper signage for exits to the building so they can be seen in the event of power failure.
25. We also installed a new roof. Beyond that, the fabric of the building hasn't changed. We resurfaced the car park and replaced some windows but the footprint of the building is the same.
26. The car park is secure at night out of working hours. There are CCTV cameras covering all the car park and entrances which has remote monitoring facility.

27. I am not aware of any written risk assessment. John Hayes has explained that in addition to the fire risk assessment he conducted at the outset, he is of the opinion that Ms Scholes conducted her own fire risk assessment. He saw that she acquired new fire extinguishers which caused him to form this view.

Security Arrangements

28. I am not able to comment on the security arrangements at the Hart Space. I am told by John Hayes that the external communal door to the main entrance was modern, had only recently been replaced, and was double glazed with toughened safety glass. It had a multi-point locking system and was alarmed. The door system engages all around the door when the handle is raised. It had a mortice lock on it. There was no intercom or video.
29. In relation to the internal door to the Hart Space I am told by John Hayes that it was a two leaf, softwood timber door which opened inwards. One was locked with throw bolts on the inside. The left-hand leaf opened. The door was fitted with a mortice lock. Ms Scholes had keys to that door. Mr Hayes does not know what arrangements she had in relation to handing keys over to the people who were subletting the space. John Hayes held a key to these doors which were in a lockable cabinet in the Calculus office space. The public do not have access to this space.
30. In relation to the Internal door to Calculus Holdings, I am told by John Hayes that these are similar to the internal doors to the Hart Space. There is a mortice lock which is only engaged out of office hours. During the working day there is a fob access. Every member of staff who comes into the office has a fob. That fob works only for that door.
31. There are 2 toilets on the landing, which as Mr Hayes has explained above, were for the exclusive use of Ms Scholes. He has further explained that both toilet units had softwood doors. They were not key operated but there was a turnkey on the inside for when in use. Ms Scholes installed barrel locks on the outside of the toilets to prevent other tenants of the building using them. Mr Hayes tells me he cannot recall if Ms Scholes asked for permission to install the barrel locks but confirmed that he would not have objected if she had. He explained that Ms Scholes told him she was putting it on because someone other than her and her guests were using it. He tells me he had never seen anyone in that space who wasn't a lawful visitor.

32. Downstairs, the door to Unit B is behind a roller shutter. I have no awareness of the arrangements for this door. John Hayes tells me that the roller shutter door is secured by a fob which Ms Scholes has. None of the Calculus fobs work for that door. Mr Hayes holds a fob for the roller shutter in the lockable cabinet. Behind the roller shutter is a modern UPVC door with a frame. That has a multifaceted locking key system. Ms Scholes had the door installed and held the key for it. Mr Hayes is not sure whether we held a key for that door. There never used to be a door there, previously it was just the roller shutter. Ms Scholes had the frame and door installed to look more aesthetically pleasing when the roller shutter was open. Mr Hayes believes that Ms Scholes kept the fob for the roller shutter door inside Unit B, behind the roller shutter. She would enter via the door to Unit A and open the roller shutter from inside.
33. The door to Unit A is over to the left hand side of building as you look from the car park facing at the building. Again, I am not aware of the arrangements for that door but John Hayes has explained that it is a modern UPVC door with a multi-point locking system. It is a double glazed, fire rated, composite door. We had this door installed as part of the refurbishment we did when we bought the building. Ms Scholes held a key for this door.
34. In relation to CCTV, I am told by John Hayes that there is no internal CCTV. There is external CCTV. There are 3 cameras mounted on the wall above the fishing tackle shop pointing in different directions. The cameras cover the entrance to the building and the car park.
35. I had no role in assessing the security measures for the Hart Space. John Hayes explains that we provided a unit with lockable doors. We did not make any assessment or discuss physical security measures beyond the unit as it was let. He never had any conversations about further additional security measures.
36. John Hayes has explained that the emergency exit for the Hart Space was down the main communal stairs and out the main front door. In the event of emergency where the main route of egress was blocked, Calculus would allow access through the Calculus office to a further exit at the far end of the building which leads out onto the car park. That door is locked externally. It can only be opened with a key from the outside. From inside it has a panic bolt that allows for immediate opening by anyone from the inside.

37. I had no role in assessing the emergency routes. John Hayes has explained that we let the unit in the belief that it was fit for purpose. There was no discussion or assessments as to whether the emergency routes were appropriate. We believe they are and no concerns were raised with us.

Reflections on Events

38. From my perspective, who plans for that kind of thing? Who could have foreseen this would happen? I have heard that someone was bringing a puppy at the end of the class for the children to play with and when the attacker walked in, they assumed it was someone bringing the puppy. If the door had been locked, we assume he would have knocked and been allowed in.
39. John Hayes has explained that in his view, without the benefit of hindsight we could not have done anything differently. With the benefit of hindsight, do we all have to start making plans for what security will be necessary in case some apparently psychotic person comes on the scene? Had we installed a lock and telecom on the communal front door, the attacker could have said he had a delivery, and he would have been granted access. He could have claimed to have been an older brother of a child at the event and he would have been allowed in. He could have just waited for the children as they left the building and then launched his attack. I don't think anything we did that day would have stopped him. He clearly had a plan and wanted to hurt people. I do not think any arrangements would have been sufficient to stop him.

Improvements

40. John Hayes has explained that since the attack the broken door has been replaced on a like for like basis and a peephole has been installed in the Calculus door.
41. Neither John nor I believe that there are things that could be put in place for contingencies such as mad men turning up with knives.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: **Signature**

Dated: 30/07/25