

BROOK HOUSE INQUIRY

SECOND WITNESS STATEMENT OF GORDON BROCKINGTON

I, **Gordon Brockington**, Managing Director, Justice and Government Chief Commercial Officer, G4S Care and Justice Services (UK) Limited ('CJS'/'the Company'),

DPA

DPA

will say as follows:

INTRODUCTION

1. I have already provided the Inquiry with a corporate witness statement on behalf of CJS in reply to its Rule 9 requests dated 19 July 2021 and 29 October 2021. I now make this second (personal) statement in response to the Inquiry's Rule 9 request dated 21 January 2022.

BID TENDER/RE-TENDER AND STAFFING SPECIFICATION

2. In my interview with Verita (at VER000255 page 6, paragraph 61) I stated: *"Let's just say, the specification says you need four officers to deliver this service. You know as incumbent because of the cohort of individuals you are looking after, the design of that wing, the levels of violence that there might be, etc., you know you can currently only deliver that safely with eight people. They will ask for four, and we will say 'it's not deliverable with four, so we will put eight in our model'. That makes you uncompetitive, so you are less likely to win the bid, but our governance won't allow us not to put in eight because our governance dictates that it has to be signed off by our operations team, who will ultimately be delivering this."*
3. I was answering a question here on a purely hypothetical basis, not specifically about Brook House or any other specific contract. My reply was based on business development and bidding protocols in G4S when retendering as an incumbent provider of services. The reference to prison officers was just given as an example and could

equally apply to any other specified role such as cleaners on a cleaning contract for example.

4. Unfortunately, I am not able to specifically talk about the HO specifications for staffing levels and the safe delivery of detention services at Brook House and what information it was based on from the commencement of the contract as neither I nor G4S were involved in it. I do however talk about the typical bid process further below, which I expect was followed for the initial contract.
5. Unfortunately, I am also not able to specifically talk about the HO specifications for staffing levels and safe delivery of services thereafter as I was not involved in the day-to-day running of it. By the time I took up my current position in September 2020, G4S had ceased providing the service.
6. G4S' bid for Brook House was not successful and it only ended up running it after its acquisition of GSL Limited, which had submitted the winning bid. Assuming that the original bid followed the typical bidding process, the HO would have set out the full specification terms in their invitation to tender requirements. Each participating contractor would then have designed a solution around that specification for its tender response.
7. The same process applied during the re-tendering in 2017. As the incumbent, the re-tender bid was subject to G4S' internal governance where the model for a safe operational delivery structure was reviewed. This would, in part, be based on the wealth of information and experience available to the Bid Team through the input of their operational colleagues. The operational team would also need to sign-off the proposal to confirm that service delivery under the model proposed would not undermine the safe operational integrity of the facility's operation, or CJS' ability to otherwise perform the contract in a contractually compliant manner.
8. I was not involved in any engagement with the HO in connection with its staffing profile specification requirements for the 2017 bid and cannot therefore comment on any specific discussions about this or what took place between them and the operational team.

INCREASE IN OPERATIONAL CAPACITY

9. I was not involved in any discussions around this matter but on 25 January 2017, the HO issued a formal change request to CJS requiring it to increase the operation capacity at Brook House from 448 to 508 [ref: GB-010222-0001]. This was then effected through a contractual change notice from the HO on 27 January 2017 [ref GB-010222-0002]

VERITA TRANSCRIPT (PAGE 12, PARAGRAPH 149)

10. I stated at paragraph 149 of my Verita interview that in respect of the performance of Centre Directors: *"we measure them on their health and safety performance, we measure them on their profitability, we measure them on their KPIs."*
11. I was talking here in general terms. I would expect businesses to track, measure and report standard metrics such as RIDDOR (Reporting of Injuries, Disease and Dangerous Occurrence Report - this is a HSE issue form as employers are obligated to complete and submit to the HSE such reports for reportable incidents under the Health and Safety at Work Act), near-misses etc. I have no knowledge however as to the specifics in respect of Brook House.

VERITA TRANSCRIPT (PAGE 13, PARAGRAPH 162)

12. I stated at paragraph 162 of my Verita interview that: *"...if there has been an increase in self harm, the trading or ExCom would have a bias, in towards a discussion around, how do we address that?"*
13. Again, I was talking here in purely hypothetical terms rather than specifically about Brook House. Incidents of self-harm would have formed part of the key statistical data that was available during trading reviews. I was not however involved in the day-to-day operations at Brook House and did not attend any meetings where information such as this would have been discussed or examined and I have no personal recollection of whether such information was otherwise ever brought to my attention.

VERITA TRANSCRIPT (PAGES 13 TO 14, PARAGRAPHS 166 TO 173)

14. Paragraphs 166 to 173 of my Verita transcript suggest that elements of the HO made decisions which impacted the performance of the contract, such as increasing the volume of removals which had an operational impact on issues such as room availability and cleaning.
15. I was not involved in any part of the operation of Brook House during the Relevant Period. I therefore have no personal knowledge or experience of how any decisions made by the Home Office impacted upon the centre. At the time of my interview with Verita, I was the Business Development Director for CJS. My knowledge was therefore limited to what I had learned whilst working on the 2017 bid through my informal discussions with my operational colleagues. I was aware through those discussions that decisions made around increased removals could cause operational challenges, particularly if increases or changes made were not timeously communicated, but I was not privy to any discussions or communications around such issues.
16. I was not privy to any discussions or communication that took place between the centre and the HO on such changes.

VERITA TRANSCRIPT (PAGE 16, PARAGRAPH 217 - 218)

17. It was put to me that the “*the fining regime under the Tinsley contract was less onerous than the Brook House one*”. As my transcript sets out, I was not privy to the penalty regime during the Relevant Period at either Brook House or Tinsley House. These are two very different establishments and direct comparisons can't be made.

VERITA TRANSCRIPT (PAGE 18, PARAGRAPH 246 - 247)

18. In paragraphs 246 to 247 of my Verita interview, I was asked about whistleblowing, and in respect of “*Speak Out*”, in which I said “*we have reviewed our approach to that, we talk about it, Ashley talks about it in all his communications, but is this really getting*

through? I think as an ExCom we are agreed it's not working, and that needs to be addressed, and we are looking at that".

19. The Verita interview was not conducted on a compartmentalised basis and I said what I did during a free-flowing conversation. I did not intend my comments to be taken as fact and merely reflected the fact that G4S, as any company would be expected to do in similar circumstances, reflect on the effectiveness of its whistleblowing policy. I did add during the discussion, as the transcript shows, that the policy was the subject of review and I refer to my first witness statement where I address the whistleblowing policy in greater detail, particularly from paragraph 128.

STATEMENT OF TRUTH

I believe that the facts stated herein are true.

I am duly authorised to make this statement.

I understand that proceedings for contempt of court 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.

Signature

Signed:

Dated: 10th February 2022