

Report 03-18 to the Assembly under Standing Order 22.9

November 2018



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Report 03-18 to the Assembly under Standing Order 22.9

November 2018



About the Committee

The Committee was established on 28 June 2016 to carry out the functions of the responsible committee set out in Standing Order 22. These include:

- the investigation of complaints referred to it by the Standards Commissioner;
- consideration of any matters of principle relating to the conduct of Members;
- establishing procedures for the investigation of complaints; and
- arrangements for the Register of Members' interests and other relevant public records determined by Standing Orders.

Committee Chair:



Jayne Bryant AM
Welsh Labour
Newport West

Current Committee membership:



Gareth Bennett AM *
UKIP Wales
South Wales Central



Andrew RT Davies AM
Welsh Conservatives
South Wales Central



Helen Mary Jones AM
Plaid Cymru
Mid and West Wales

* Did not participate in any of the considerations of the complaint

Michelle Brown AM attended the Committee meeting on 6 November 2018 as the alternate UKIP Member.

Following his election in Plenary on 14 November 2018, David Rowlands AM attended the Committee meeting on 20 November 2018 as the alternate UKIP Member.

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Recommendations

Recommendation 1. The Committee notes that the Member has fully apologised in his written correspondence to the Commissioner and has undertaken to repay the money for the building materials. The unanimous decision of the Committee is to recommend to the Assembly, in accordance with 7.12(iv) of the Procedure for Dealing with Complaints against Assembly Members, that a breach has been found and that the Member should be censured under Standing Order 22.10.

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1. Introduction

1. The terms of reference of the Standards of Conduct Committee (the Committee) are set out in Standing Order 22.¹ In accordance with functions set out in Standing Order 22.2 the Committee must:

“investigate, report on and, if appropriate, recommend action in respect of any complaint referred to it by the Commissioner for Standards.”²

2. This report is made to the Assembly under Standing Order 22.9 and paragraph 8.1 of the Procedure for Dealing with Complaints against Assembly Members³ (the Procedure), in relation to a complaint made against Gareth Bennett AM.

3. The report from the Commissioner for Standards (the Commissioner) on his investigation of the complaint is attached at Annex A. It sets out the details of the complaint and the findings of the Commissioner’s formal investigation.

4. This report sets out the details of the complaint and the way in which the Committee arrived at its recommendation.

¹ Standing orders

² Standing order 22.2(i)

³ The National Assembly for Wales’ Procedure for Dealing with Complaints Against Assembly Members

2. Consideration of the Complaint

5. The complaint alleged that the Member concerned failed to comply with paragraphs 4 (b) and 4 (d) of the Code of Conduct for Assembly Members, which states:

“Paragraph 4(b) – Integrity: Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

Assembly Members should at all times conduct themselves in a manner which will tend to maintain and strengthen the public’s trust and confidence in the integrity of the Assembly and refrain from any action which would bring the Assembly, or its members generally, into dispute. Members should not ask Assembly Commission or Welsh Government staff to act in any way which would compromise the political impartiality of the Civil Service and/or Assembly Commission staff or conflict with the Civil Service Code and/or the Assembly Commission Staff Code of Conduct.

Paragraph 4(d) – Accountability: Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

No improper use shall be made of any payment or allowance made to Assembly Members for public purposes and the administrative rules which apply to such payments and allowances must be strictly observed.”⁴

6. The Commissioner found that Mr Bennett delegated the task of identifying suitable premises and establishing a regional office to a member of his office staff. Mr Bennett took a four year lease of the premises on 24 March 2017 with an annual rent of £5,200, despite having not visited the premises and an earlier security report noting it was in a general state of disrepair throughout. Mr Bennett signed the lease against the advice of his solicitors, and signed a waive to this effect.

⁴ Code of Conduct

7. Mr Bennett also submitted claims of £2,476.98 for building materials to convert the premises into a regional office, which were paid straight to the relevant Decorators and Builders Supplies company.

8. Mr Bennett never occupied the leased premises and the proposed regional office was never opened. By summer 2017, it was realised that the cost of making the premises suitable for an office was prohibitive. Mr Bennett paid £4,533 from his own funds to cover the costs for legal fees to terminate the lease.

9. The Rules and Guidance on the Use of Assembly Resources state that

“Members have personal responsibility for all expenses incurred and resources used in their name.”

10. Mr Bennett acknowledged in his letter to the Commissioner on 6 March 2018 that:

“Naturally, I am extremely disappointed that the Assembly Commission incurred costs of £9883 in this exercise, and I also incurred personal costs of £4533. This is highly regrettable and I should like to offer my apologies for the expense incurred by the Commission from public funds owing to this unfortunate set of circumstances.”⁵

11. The Commissioner makes clear in his report that

“I have no suspicion that Mr Bennett has derived any personal benefit from the £9,883 paid out. Indeed, I am satisfied that he has paid out over £4,500 of his own money as set out above. The Committee met on Tuesday 6 November 2018 to consider the report of the Commissioner. The Committee was satisfied that the Commissioner’s report contained sufficient information upon which to base its deliberations. The Committee corresponded with the Member concerned in relation to his intention to reimburse £2,476.98 for building materials, and Mr Bennett confirmed that he has instructed the Members Business Support to reclaim the sum from his pay.”

12. The Committee met again on Tuesday 20 November 2018 to agree its report in respect of this complaint.

⁵ Letter from Gareth Bennett AM to the Commissioner for Standards, 6 March 2018

Committee's Consideration of its Decision

13. The Committee considered whether the Member was in breach of Standing Order 22.2(i).⁶

14. In considering whether a breach took place the Committee reviewed the information within the Commissioner's report and the Commissioner's opinion that a breach had taken place.

15. The Committee noted that the Member concerned fully acknowledged that his actions constituted a breach of the code of conduct and has fully co-operated with the Commissioner's investigation.

Having reviewed the report from the Commissioner for Standards the Committee finds that a breach of the Code of Conduct has taken place by Gareth Bennett AM in relation to the improper use of Assembly resources and bringing the Assembly into disrepute.

Committee's Recommendation – Sanctions available.

16. The Committee considers that a breach by any Assembly Member is a serious matter. The reputation of the National Assembly for Wales as an institution, and the public's trust and confidence in it, rely upon Members demonstrating integrity and leadership by their actions.

17. The Member has written to the Committee Chair advising that he has instructed Members' Business Support to deduct the sum of £2476.98 in relation to the building materials from his November salary.⁷

Recommendation 1. The Committee notes that the Member has fully apologised in his written correspondence to the Commissioner and has undertaken to repay the money for the building materials. The unanimous decision of the Committee is to recommend to the Assembly, in accordance with 7.12(iv) of the Procedure for Dealing with Complaints against Assembly Members, that a breach has been found and that the Member should be censured under Standing Order 22.10.

⁶ Standing order 22.2(i)

⁷ Letter from Gareth Bennett AM to the Committee Chair, 15 November 2018

18. A copy of this report has been provided to the Member concerned, who was also notified of his right to appeal under section 8 of the procedure.⁸

19. The Committee Chair has tabled a motion (in accordance with Standing Order 22.11 and paragraph 9.1 of the procedure) calling on the Assembly to endorse the Committee's recommendation.

Other matters arising from this complaint

20. The Commissioner makes a number of suggestions to enhance the information provided by Member making a claim for payment for expenditure incurred in setting up a regional or constituency office. He suggests Members are asked to supply:

- an assurance by the Member that he or she has personally visited the premises to which the claim relates and that the property is suitable for the intended purpose;
- confirmation that the premises has been appropriately surveyed and that estimates of the cost of necessary works have been obtained and are within budget;
- confirmation that all appropriate searches and enquiries have been made; and
- that all necessary permissions and consents are in place for its intended use.

21. The Committee endorses the suggestions of the Commissioner although **we would recommend that there is some flexibility for regional Members who may not choose to have a permanent office location**, but instead a more flexible arrangement given the nature of the regional role.

22. The Committee also notes that the requirement for an appropriate survey suggested by the Commissioner may be quite costly, and therefore **we would recommend the remuneration board consider providing a specific allowance for surveys**, to ensure that cost is not a prohibitive factor.

23. The Committee notes that in his correspondence to the Commissioner Mr Bennett makes reference to his Member of staff ensuring that builder quote and:

⁸ The National Assembly for Wales' Procedure for Dealing with Complaints Against Assembly Members

“...obtain the relevant building materials so that they could be paid for from the remaining office costs allowance for the 2016/2017 financial year, the end of which was rapidly approaching.”

24. The Committee does not wish to excuse the Member concerned for this lack of oversight on the establishment of his new Office, but **we would recommend that the Remuneration Board give consideration to allowing a proportion of the “setting up” office cost allowance in the first year after election for new Members to be carried forward into the next financial year.** This allowance is to enable new offices to be established and is allocated within the first financial year of an Assembly. During this period, there are a number of other pressures for a newly elected Assembly Members and by allowing some money to be carried over it may ensure that mistake such as in this instance are not repeated.

25. The Committee also notes in this instance the Member concerned delegated responsibility to somebody within his office with property experience. This highlights a concern for the Committee. Many Members having being elected to the Assembly may not have experience or confidence in dealing with property leases and **the Committee therefore recommends that the Assembly Commission produces a checklist for Members which suggests areas to consider and steps to take when finding an constituency office.**

From: Sir Roderick Evans, Commissioner for Standards

To: Standards of Conduct Committee

FORMAL INVESTIGATION REPORT

Gareth Bennett AM

The Complaint

1. On 13th February 2018, the Chief Executive and Clerk of the Assembly, in accordance with her duties as Accounting Officer of the Assembly Commission, referred to me under S9 National Assembly for Wales Commissioner for Standards Measure 2009, an issue relating to the use by Gareth Bennet AM of his Office Costs Allowance. By the terms of the section I am required to treat the referral as a complaint.
2. The issue arises from an attempt by Mr Bennett to establish a regional office. He delegated the task of identifying suitable premises and establishing the office to a member of his office staff (A). In early 2017, a potential office was identified on the first and second floors of premises known as Angharad's, High Street, Pontypridd. On 8th February 2017, an Assembly Commission Security Manager visited the premises and in addition to commenting on security aspects of the premises also noted that "the office is in a general state of disrepair across both floors with considerable work required to clear it out, redecorate and update electrics and plumbing" and that "the building is leased as seen and therefore there is no scope to negotiate any building improvements or security enhancements in advance with the landlord". A has told me that he obtained three oral ROM (rough order of magnitude) estimates for the necessary work on the basis of which he was confident that he could deliver the office within what he said he understood to be the available budget of £9,500.
3. On 24th March 2017, Mr Bennett took a lease of the premises. Mr Bennett had solicitors acting for him in this transaction. The lease was for a period of nearly four years at an annual rent of £5,200. Members' Business Support (MBS) paid the costs associated with the taking of the lease and on 29th March 2017, Mr Bennett submitted claims for building materials for the regional office in a total sum of £2,476.98. The claim was supported by invoices from a Decorators and Builders Supplies company which was paid directly for the materials by Members' Business Support.

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We welcome correspondence in both English and Welsh

4. Mr Bennett never occupied the leased premises and the proposed regional office was never opened. By the summer of 2017, it was realised that the cost of making the premises suitable for use as an office was prohibitive. In addition to obtaining estimates of the cost of necessary work, Mr Bennett commissioned a damp survey and a rental assessment on the premises, the costs of which were paid by MBS. In September 2017, Mr Bennett engaged new solicitors to negotiate an end to the lease and as a result of the negotiations the lease was brought to an end on about the 18th September 2017. The costs of terminating the lease were legal fees of £4,203 and insurance of £326.66. MBS declined to pay any part of these costs and the total of approximately £4,530 was borne by Mr Bennett personally.
5. The cost to the public of Mr Bennett’s unsuccessful attempt to open a regional office is as follows:

Cost	Amount
Rent	£5,200
Lease legal fees	£768
Insurance	£128
Rental Deposit	£500
Damp Survey	£150
Valuation	£420
Estate agent fee	£240
Building Materials	£2,477
	£9,883

For this expenditure of nearly £10,000 of public money there is nothing to show and the complaint is that Mr Bennett is in breach of the following paragraphs of the Code of Conduct:

- (i) paragraph 4(d)
“Accountability:No improper use shall be made of any payment or allowance made to Assembly Members for public purposes....”
and
- (ii) Paragraph 4(b)
“Integrity:....Assembly Members should at all times conduct themselves in a manner which will tend to maintain and strengthen the public’s trust and confidence in the integrity of the Assembly and refrain from any action which would bring the Assembly, or its members generally, into disrepute....”

The Investigation

6. On 2nd March 2018 I wrote to Mr Bennett seeking, as part of my preliminary investigation, his comments on the referral and he replied by letter dated 6th March with which he sent me a number of documents by way of appendices. I wrote asking for more information from him and he replied by letter dated 27th March. I attach those three letters to this report. I do not attach the appendices/additional documents referred to in

Mr Bennett's letters. In so far as it is necessary to do so I shall refer to them and/or summarise them in the course of this report. All documents are, however, available to the Committee if Members wish to see them.

7. On 9th April I interviewed Mr Bennett about the complaint and on 16th April, being satisfied that the requirements of paragraph 3.1(i)-(vi) of the Procedure for dealing with Complaints against Assembly Members had been fulfilled and that the complaint was admissible, I informed Mr Bennett that I was proceeding to the formal investigation stage.
8. The member of staff (A) to whom Mr Bennett delegated the task of finding premises for a regional office was, Mr Bennett told me, someone who had a background in property development and he, therefore, had confidence that A could do this on his behalf. This background in property development was confirmed to me by A and Mr Bennett told me on 9th April that he had neither the time nor the inclination to get personally involved in the project. By the time the lease was signed on 24th March, Mr Bennett had not visited the premises he was to lease. He refers (paragraph 2, letter of 27th March 2018) on his reliance on A and to the letting agent's description and photographs of the property as indicating that it was in a reasonable state of repair and needed minimal work to bring the building into use as an office.
9. In his letter to me of 27th March Mr Bennett said (paragraph 3) that he has no recollection of being advised by the solicitors who acted for him in the acquisition of the lease that he should not sign the lease. This advice was brought to his attention, he said, by A much later and after issues with the property had arisen. He confirmed this lack of recollection in interview with me on 9th April and in a subsequent letter dated 21st August which is attached. On these two latter occasions he also said that he did not recall signing any form of waiver in respect of the solicitor's advice.
10. At my interview with Mr Bennett on 9th April he agreed to sign a release document enabling me to have access to the solicitor's file relating to the lease. I drafted a release which Mr Bennett signed. It is dated 5th May and it was sent to the solicitors on 8th May. On 6th June my office received an email from the solicitors which is attached. It confirms that Mr Bennett was advised not to sign the lease and that he signed a document indemnifying the solicitors as he acted against their advice.
11. In due course I examined the whole file and extracted relevant documents which are attached. They are:
 - an indemnity signed by Mr Bennett on 22nd March 2017;
 - a file note relating to Mr Bennett's visit to the solicitor's on that day; and
 - a file note relating to a telephone call between the solicitor and Mr Bennett on 6th June in which the solicitor records Mr Bennett as saying that he knew that she had on file an attendance note recording her advice not to proceed with the lease and a signed indemnity.

12. A went on holiday at the end of March 2017. Before doing so he gave the key to the premises to a builder (B). Thereafter, following a period of compassionate leave and absence due to ill-health, A did not return to work. His employment with Mr Bennett ended on 22nd March 2018.
13. In A's absence, another member of Mr Bennett's staff recovered the key from the builder and entered the premises on 13th June 2017. It appeared that some work may have been done in the premises (see paragraphs 18 & 19 below).
14. A further inspection of the property by members of Mr Bennett's staff found it to be in a general state of disrepair with damp ingress on both floors. Mr Bennett visited the premises himself on 27th July 2017; this was the first time he had visited it. Estimates were obtained of the cost of work needed to be done. One builder quoted £19,975 and another £9,840 and £16,500 depending upon the extent of work to be undertaken. These sums were inconsistent with the allowances available and Mr Bennett told me that at a meeting with MBS it was decided to commission a rent valuation and a damp survey of the property the costs of which appear in the table in paragraph 5 above.
15. The rent assessment concluded that the rent of £5,200 a year would have been appropriate had the property been fully refurbished. However, in its then state the property was not capable of occupation. Nevertheless, in the lease Mr Bennett had covenanted to keep the premises in good and substantial repair and condition and clean and tidy (Cl. 3.1.6); to clean and repair all floor coverings in the premises as often as reasonably necessary and in the last three months of the term to renew them and replace them with floor coverings of a colour and quality approved by the landlord (Cl.3.1.7); and to decorate the inside and outside of the premises as often as reasonably necessary and also in the last three months of the term (Cl.3.1.8). The cost of complying with Fire Regulations could be considerable and the condition of the property had not been reflected in the lease. The damp survey revealed significant problems.
16. Mr Bennett told me that at a further meeting with MBS it was decided to approach the landlord to seek rectification of the property's problems or termination of the lease. On 7th September 2017, solicitors instructed by Mr Bennett wrote to the landlord and described the property as follows:
- “...external render is in a poor state of repair; the rainwater goods are defective; there is no electricity to the first floor of the premises; the windows are defective and there is evidence of extensive damp penetration in the roof void. These issues are your responsibility, have and are continuing to cause physical harm to the premises in the form of extensive damp penetration.”
- The lease was subsequently terminated by agreement (see paragraph 4 above).
17. The final item in the table in paragraph 5 is building materials which cost £2,476.98. An email thread provided to me by Mr Bennett indicates that they were delivered to the premises on or before the 31st March 2017 in order for the cost to be allocated to the

2016/17 budget. I have not, however, been able to discover with certainty who ordered the materials or what happened to them. A has informed me that after the lease was signed he gave the key to B so that he could prepare a written quotation of the costs of necessary works and to get duplicate keys cut which would be given to other builders so they too could prepare quotations. A says that he did not ask the builder (B), to obtain materials or to carry out work. However, the email thread mentioned above clearly shows that A, who was at the relevant time abroad on holiday was aware that materials had been ordered and he was involved in arranging for the documentation relating to the delivered materials to be retrieved from the premises and delivered to MBS to secure payment within the 2016/17 budget.

18. As he did not return to work, A informs me that he has no knowledge of what happened to the building materials. In his letter of 6th March 2018 Mr Bennett told me that it appeared that a fundamental misunderstanding arose whereby the builder believed he had been awarded the work and during a quiet week, when he had no other work to do, he entered the office and started clearance, redecoration and the construction of partition walls. Mr Bennett informs me that this conclusion is based on observations of members of his staff who visited the property on 13th June 2017. They saw that partition walls had been erected using timber and plasterboard which matched descriptions of material on the invoices relating to material delivered at the end of March. Photographs taken at the time indicate the presence of partition walls which did not appear in the photographs in the letting agent's description of the property.

19. Mr Bennett tells me that the builder (B), has not sought payment for carrying out any work at the premises and has not been paid any money by his office. Nevertheless, on the evidence before me it is reasonable to conclude that some, at least, of the building materials were used at the leased premises although none has inured to the public good.

20. In correspondence to me Mr Bennett has apologised for the expense to the public purse caused by his failed attempt to open a regional office but feels that he has done nothing wrong; he delegated a task to a person qualified to carry it out, established procedures were followed and circumstances arose which were outside his control. He says he has decided that he will not open a regional office in future and that will, accordingly, save money that will defray the loss.

21. In his letter of 6th March 2018 Mr Bennett said:

“Naturally, I am extremely disappointed that the Assembly Commission incurred costs of £9,883 in this exercise, and I also incurred personal costs of £4,533. This is highly regrettable and I should like to offer my apologies for the expense incurred by the Commission from public funds owing to this unfortunate set of circumstances.....

Finally, I also consider that the fact that I paid legal fees of £4,533 from my own funds in order to secure an exit from the lease and to ensure that there was no further exposure to the public purse, was a gesture of good faith and

my personal regret for the situation that arose, for which I offer my formal apology.”

22. In response to an enquiry from me as to whether he or his party had any proposals for making good the loss, Mr Bennett replied in a letter dated 27th March 2018:

“In terms of your final paragraphs, I would like to reiterate the point that I previously made, in that there will be cost savings for the Assembly Commission in future years, as I will not be opening a Regional Office for the foreseeable future. A significant proportion of the expenditure incurred was in relation to the rent and legal fees, and standard procedures were followed. I fully accept that public expenditure should, as far as is possible, lead to a positive and quantifiable outcome in terms of public provision. I am very aware that £9,000 of public money has effectively been wasted, and ultimately, as de facto 'CEO' of my own office, I bear a heavy burden of responsibility for this.

.....

“I feel that I followed all of the rules in attempting to acquire a Regional Office, and MBS didn't do anything to prevent me from signing the lease. Of course, things clearly went wrong. I accept some liability for this, as outlined in the preceding paragraph - however, when I look back at what occurred, I struggle to see what precise errors or sins of omission I have personally made.

.....

“In light of the fact that established procedures were followed and the circumstances that subsequently arose were outside my direct control, I do not consider it would be appropriate for me to make good the entire loss. However, in relation to the building materials, I would be willing to reimburse £2,476.98. Should I do so, this would bring my personal expenditure in this matter to over £7,000. I hope that you will take this as a measure of my strong desire to bring this whole unhappy affair to a close as soon as we possibly can.

“In terms of the applicability and the provisions of the Code of Conduct, I understand that I ultimately bear responsibility for expenditure incurred in my name. However, I would add that I gave my then Head of Office express instructions as to the task he was expected to undertake. I acted in good faith at all times, and again I express my regret and apologies for the situation that has transpired.”

23. My enquiries reveal that Mr Bennett has not reimbursed the £2,476.98.

Facts found by the Commissioner

24. The relevant facts which I find to be established are:

- (i) Had Mr Bennett opened a regional office, the payments claimed by Mr Bennett would have been proper and within the Determination made by the Remuneration Board.
- (ii) I have no suspicion that Mr Bennett has derived any personal benefit from the £9,883 paid out. Indeed, I am satisfied that he has paid out over £4,500 of his own money as set out above.
- (iii) Before the lease was entered into no survey or other adequate inspection of the property took place and no professional estimates of the costs of putting the

property into a condition in which it could be occupied as a regional office were obtained.

- (iv) Even accepting that A had experience as a property developer, the responsibility for the use of public money, as Mr Bennett concedes, was his and he should have, but did not, maintain proper oversight of the project. Reliance on the fact that “MBS didn't do anything to prevent me from signing the lease” is misplaced. He failed to ensure the obtaining of a survey and estimates of the cost of works and did not even visit the premises to ensure its suitability.
- (v) The Rules and Guidance on the Use of Assembly Resources state that “Members have personal responsibility for all expenses incurred and resources used in their name.”
- (vi) Mr Bennett signed a lease which in view of the state of the property had inappropriately onerous repairing clauses and without ensuring that the normal searches had been carried out on the property or that the necessary permissions were in place.
- (vii) Mr Bennett signed the lease against the advice of the solicitors acting for him whose fees were paid from public funds and in view of the solicitor's file note of 6th June 2018 I am unable to confirm that I accept Mr Bennett's statement that he had no recollection of receiving that advice or signing an indemnity for the solicitors.
- (viii) The desire to secure funding for the regional office project in the financial year 2016/17 overrode caution, professional advice and standard practice in acquiring property.
- (ix) The documents demonstrate that Mr Bennett was aware that building materials had been ordered as he signed the claim forms seeking payment for them from MBS. The manner in which nearly £2,500 worth of building materials were dealt with is symptomatic of Mr Bennett's inadequate oversight of this project.

Conclusions

25. In my judgement it is inconceivable that a private citizen seeking a lease of premises for his own use and at his own cost would have taken a lease of premises without visiting them to satisfy himself that they were suitable, without a survey or estimate of cost of necessary work and in the face of professional advice not to take the lease. The responsibility of ensuring value for money is greater when the money being spent is public money.

26. I have considered paragraphs 4(d) and 4(b) of the Code of Conduct, the relevant parts of which are set out in paragraph 5 above. I interpret the word “improper” as not requiring proof of dishonesty in the use of a payment or allowance. “Improper use” can be the result of conduct which falls short of dishonesty such as recklessness or lack of adequate care or oversight. I am satisfied that in respect of this regional office project Mr Bennett failed to exercise adequate care or oversight; and that in signing the lease without ensuring that necessary surveys and estimates had been obtained and doing so against professional advice, which was being paid for from public funds, he was reckless. The public has seen no return for expenditure of nearly £10,000 and that does

not strengthen the public's trust and confidence in the integrity of the Assembly and brings the Assembly and its Members into disrepute.

27.I, therefore, conclude that Mr Bennett is in breach of paragraphs 4(b) and 4(d) of the Code of Conduct and he falls to be dealt with by the Committee on Standards of Conduct under Standing Order 22.2.

Requirements under the Procedure for Dealing with Complaints

28.I confirm that the Member concerned and the Chief Executive and Clerk to the Assembly have been provided with a draft of this report and wished to raise no factual inaccuracy contained in it.

Attachments

29.I attach to this report the following documents:

- (i) Letter dated 6th March 2018 from Mr Bennett to Commissioner
- (ii) Letter dated 23rd March 2018 from Commissioner to Mr Bennett
- (iii) Letter dated 27th March 2018 from Mr Bennett to Commissioner
- (iv) Letter dated 21st August 2018 from Mr Bennett to Commissioner
- (v) Indemnity signed by Mr Bennett dated 22nd March 2017
- (vi) Solicitor's file note dated 24th March 2017
- (vii) Solicitor's file note dated 6th June 2018
- (viii) Email from solicitor dated 6th June 2018
- (ix) Invoices and claim forms dated respectively 28th and 29th March 2017

Other Matters

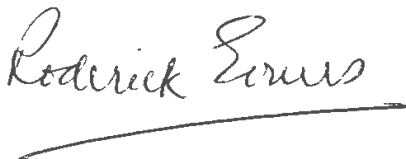
30. In accordance with the functions assigned to me by S7 National Assembly for Wales Commissioner for Standards Measure 2009, I have written to the Chief Executive and Clerk to the Assembly and to the Remuneration Board suggesting that consideration be given to re-examining the information which an Assembly Member has to provide to MBS when making a claim for payment for expenditure incurred in setting up a regional or constituency office. In light of the issues which I have considered in this case the type of information which it might be considered appropriate for a Member to supply could include:

- an assurance by the Member that he or she has personally visited the premises to which the claim relates and that the property is suitable for the intended purpose
- confirmation that the premises has been appropriately surveyed and that estimates of the cost of necessary works have been obtained and are within budget
- confirmation that all appropriate searches and enquiries have been made and that all necessary permissions and consents are in place for its intended use.

These suggestions do not in any way affect my conclusions set out above.

31. The name of the member of Mr Bennett's staff referred to above to whom the task of identifying a regional office was delegated and that of the builder are, of course known to me. However, identifying them by name does not appear to me to be necessary at this stage and I have, therefore, anonymised them in the report and redacted the names in the accompanying documentation.

5th October 2018

A handwritten signature in cursive script that reads "Roderick Evans". The signature is written in black ink and is underlined with a single horizontal stroke.

Sir Roderick Evans
Y Comisiynydd Safonau
Standards Commissioner



Sir Roderick Evans
Commissioner for Standards
National Assembly for Wales
Cardiff Bay
CARDIFF
CF99 1NA

Dyddiad | Date: 6 March 2018

Dear Sir Roderick

Pwnc | Subject: Regional Office

I am responding to your letter dated 2 March 2018, in which you have sought further details relating to expenditure incurred following an attempt to open a regional office. I am happy to provide you with the details that you require, and at the outset I would say that I agree that the lack of return on the investment of public money, and my own funds, is highly disappointing and regrettable.

After my election to the Assembly in May 2016, I employed as my Head of Office A, who had been my campaign manager during the Assembly election campaign. I explained to A on appointment that one of his primary duties would be to seek out and establish a regional office.

In January 2017, an office had been identified at the former Angharad's Nightclub, High Street, Pontypridd, CF37 1QN. A solicitor was instructed on 31 January 2017 to negotiate a lease with the landlord, and an initial security review was undertaken on 8 February 2017. I have attached at Appendix 1 a summary of that security review which indicates that some security enhancements were recommended, and the lease was signed on 24 March 2017. I have attached a copy of the lease at Appendix 2. At the same time, the following amounts were paid by the Assembly Commission in line with the established procedure for setting up a constituency or regional office as set out in the document "Guidance for Members on how to acquire a constituency or regional office".

Cost	Payee	Amount
Rent	MD Law	£5,200
Lease legal fees	MD Law	£768
Insurance	MD Law	£128
Rental Deposit	MD Law	£500
Estate Agent Fee	Barbara Rees	£240



In addition to the sums shown above, an additional amount of £2477 was paid for building materials, to which you make specific reference in the last paragraph of your correspondence with me. I should like to explain that my Head of Office, A, has been on sickness absence since April 2017 following a family bereavement. I have now had the opportunity to meet with A and discuss the matter with him and with other members of my staff, in an endeavour to establish the exact sequence of events, and what has happened to the building materials.

A has explained that he was on holiday abroad at the end of March 2017, immediately after the lease to the property had been signed and the key collected from the estate agency. He has told me that he left the key to the property with a builder he knew, a B, with the instruction to enter the property to assess what work needed to be done to open it as a regional office, to provide a quotation for that work, and to obtain the relevant building materials so that they could be paid for from the remaining office costs allowance for the 2016/2017 financial year, the end of which was rapidly approaching.

B attended the regional office as requested by A and prepared a list of the building materials required to bring the office to a standard where it could be opened to the public. He arranged for these to be procured from [REDACTED], and they were purchased on 29 March 2017, with the builders merchants being paid directly by Members Business Support. I have attached a copy of the relevant office costs allowance claim forms and invoices for the materials at Appendix 3.

The materials were delivered to the regional office and stored there. Although A states that he made it clear to B that the formal tender process would need to be adhered to, with three quotes being obtained, including the one from B, it appears that a fundamental misunderstanding arose whereby B believed he had been awarded the work, and during a quiet week when he had no other work to do, he entered the office using the key he had obtained from A and started clearance, redecoration and the construction of partition walls.

Unfortunately, by this point A was himself absent from the office as his father had been diagnosed with a terminal illness (and died soon afterwards). A was therefore not contactable as he was away from work initially on compassionate grounds, and subsequently on medical grounds. I became concerned as I had not been advised of the state of progress on the regional office, and the only key to the building was in the possession of B. Another member of my staff, [REDACTED], my caseworker and researcher, therefore directed B to return the key, and she gained entry to the office on 13 June 2017.



On inspecting the office it was clear that some work had been undertaken, and I attach as Appendix 4 photographs showing the state of the office at the time. These clearly show that work had been started. Comparing the photographs with the invoices for the building materials which had been obtained, it seems reasonable to believe that the work had used the building materials procured. I would add that at this point that [REDACTED] arranged for the lock to the office to be changed to prevent any further unauthorised entry or work.

At this stage, and in the absence of the Head of Office, I asked my Senior Researcher, [REDACTED], who was covering the Head of Office duties, to review the matter in full and to report back to me with a progress update. He duly attended the office with [REDACTED]. They found the office in a general state of disrepair with damp ingress to both floors, and a considerable amount of detritus which had not been cleared from the second floor of the property.

Both staff members reported back to me and advised that the work required to bring the property back into a satisfactory and operational condition would be substantial, and that the quotes obtained up to that point, which I have attached at Appendix 5, were inconsistent with the allowances available under the Determination. I therefore sought an early meeting with the Members' Business Support team to discuss the next steps.

It was agreed that we would request both a rental valuation and a damp assessment to establish what work would be required to bring the property to the required standard, and to determine the feasibility or otherwise of continuing with the project. I have attached copies of both reports at Appendices 6 and 7. The costs incurred by the Assembly Commission for these reports were as follows:

Cost	Payee	Amount
Damp Survey	External Specialist	£150
Valuation	GVA Grimley	£420

On receipt of both reports a further meeting was held with the Members' Business Support team and it was agreed that it was in the best interest of all parties to write a legal letter to the landlord to advise that the problems would need to be rectified or the lease terminated. I personally instructed Geldards LLP and I attach at Appendix 8 a copy of the letter they sent to the landlord on 7 September 2017 with a notice of intended action. The solicitor then entered into negotiations with the landlord and we secured a termination of the lease agreement on 18 September 2017, attached as Appendix 9. The terms of this agreement were in full and final settlement and in agreeing this, I personally incurred the following costs:

Cost	Payee	Amount
Legal Fees	Geldards LLP	£4203
Insurance	Barbara Rees	£327



I have attached proof of my personal payment of these amounts, totalling £4533, at Appendices 10 and 11.

Naturally, I am extremely disappointed that the Assembly Commission incurred costs of £9883 in this exercise, and I also incurred personal costs of £4533. This is highly regrettable and I should like to offer my apologies for the expense incurred by the Commission from public funds owing to this unfortunate set of circumstances. I would also add that I am currently in negotiations with the member of staff entrusted with commissioning a regional office, with the intention of him leaving my employment by mutual agreement, following prolonged sickness absence.

My remaining Assembly Member Support Staff are sufficiently familiarised with the Determination and rules on office cost allowances, so I am reassured that no similar situation will arise in the future. Furthermore, to save the public purse over the coming years of my Assembly term, I have taken the decision not to open a regional office. As I am largely based in Cardiff, and Cardiff is part of the region which I represent as an Assembly Member, it will be just as convenient to have my Assembly office in Ty Hŷwel double up as my regional office as well.

That being the case, going forward, I will not be entitled to claim a full office costs allowance and based on 2017/2018 figures, the difference in claimable allowances is £12,712 per annum. I therefore submit that although the initial expenditure by the Commission was regrettable, savings will be made in future years to defray this loss.

Finally, I also consider that the fact that I paid legal fees of £4533 from my own funds in order to secure an exit from the lease and to ensure that there was no further exposure to the public purse, was a gesture of good faith and my personal regret for the situation that arose, for which I offer my formal apology.

I will of course be happy to cooperate fully with any further request for information or discussion regarding this matter.

Yours sincerely

Gareth Bennett
Assembly Member for South Wales Central
Aelod Cynulliad dros Canol De Cymru

Croesewir gohebiaeth yn Gymraeg neu Saesneg.
We welcome correspondence in Welsh or English.

Gareth Bennett AM
Tŷ Hywel
National Assembly for Wales
Cardiff
CF99 1NA

23 March 2018

Dear Mr Bennett,

Thank you for your letter of 6th March 2018 and for the various documents you sent with it. I have now had an opportunity of considering the information you have provided and should be grateful if you could provide some further details to assist me in carrying out what are still preliminary enquiries.

I hope you will forgive me for setting out my requests in numbered paragraphs but I think it would be helpful to do so.

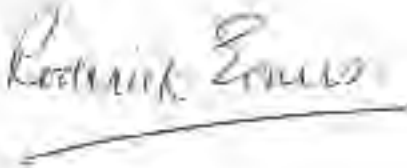
1. You signed the lease on 22nd March 2017. Had you by that time visited the premises yourself? If so, when was that? If not, why not and when did you first visit them?
2. What was the state of your knowledge of the condition of the property when you signed the lease and on what was that knowledge based? Why were estimates of the cost of carrying out the necessary works not obtained before the lease was signed?
3. I understand that you were advised by solicitors then acting for you that you should not sign the lease. If that is the case and that advice was in writing, would you please send me a copy of the advice and of any disclaimer you signed in relation to your decision not to accept the advice? If you did receive such advice but not in writing, could you tell me the reasons for the advice? I am particularly interested in whether the onerous terms of the then proposed lease or the condition of the property figured in the advice.
4. What were the dates when A was absent from work due to (i) compassionate reasons and (ii) illness

5. Have you ever spoken to B to establish from him the basis upon which he carried out work at the premises and what happened to the various building materials paid for by MBS? If you have, what did he tell you?
6. Has B been paid or sought payment for the work he carried out?
7. What is the explanation for not obtaining estimates for carrying out the works in accordance with procurement procedures?

I accept that had the office opened the kind of costs incurred would have been proper and I also note what you say about your intention not to open a regional office in the future and the consequent saving of public funds. However, nearly £10,000 of public money has been spent with no public benefit and if you or your party have any proposals for making good the loss I should be happy to hear them.

I should also be grateful for any comments you might wish to make about the applicability and possible breach of those provisions of the Code which I referred to in my last letter.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Roderick Evans", with a horizontal line underneath it.

Sir Roderick Evans
Y Comisiynydd Safonau/Standards Commissioner



Sir Roderick Evans
Commissioner for Standards
National Assembly for Wales
Cardiff Bay
CARDIFF
CF99 1NA

Dyddiad | Date: 27 March 2018

Dear Sir Roderick,

Pwnc | Subject: Regional Office

I am responding to your letter dated 23 March 2018, in which you have asked for additional information in relation to your preliminary enquiries. As you have noted your specific requests in numbered paragraphs, I will respond in the same fashion for ease of reference.

1. Prior to signing the lease, I had not visited the premises, as I had entrusted A, my then Head of Office, with the task of identifying suitable premises and negotiating the Terms of the lease. I only visited the premises once - after the lease had been signed - on 27 July 2018. The purpose of my visit at that point was to see for myself the condition of the premises so I could agree the next steps with my remaining staff.
2. My knowledge of the condition of the property was based on the specification provided by the letting agents, Barbara Rees, which I have attached. The description of the premises, together with the photographs, appear to show the property to be in a reasonable state of repair, and also suggested that minimal work was needed to bring the building into use as a Regional Office. I also relied in good faith on the information and advice provided to me by my then Head of Office, A.
3. I do not recall being advised by solicitors not to sign the lease. This was only brought to my attention by A after the issues with the property had arisen, and after his absence from work had begun. I do not have any written copy of any advice (that is, advice relating to signing the lease) or any disclaimer from the solicitors.
4. A was first absent from work on compassionate grounds from 2 May 2017. He was then absent on grounds of ill health from 19 May 2017. Prior to his absence on compassionate grounds, he had been on annual leave. I am attaching copies of an email thread showing that A was in Rome on 31 March 2017, when he had arranged for building materials to be procured and delivered to the Regional Office.





Gareth Bennett

Aelod Cynulliad dros Canol De Cymru
Assembly Member for South Wales Central

5. I have not spoken to B in relation to the work carried out at the premises. As indicated in my previous correspondence, it was A who initially dealt with B, with [REDACTED] (my caseworker and researcher) later directing B to return the key to the premises. [REDACTED] had, in fact, been recruited to manage the Regional Office in the first instance, so it was entirely appropriate for her to become involved at this stage, with A absent from work.
6. B has never sought payment for any work carried out, nor has he received any remuneration from my office.
7. Estimates for the proposed further work at the property were obtained, and submitted with my previous correspondence. The building materials were procured and paid for directly by Members Business Support, and at no time did MBS raise any concerns about the process being followed, as indicated in the email thread I referred to above. I note that the four invoices detail amounts under £750, and as such, I understand that three quotations were not required. It was anticipated that the cost of those materials would come from the £5,000 available to Members to establish an office.

In terms of your final paragraphs, I would like to reiterate the point that I previously made, in that there will be cost savings for the Assembly Commission in future years, as I will not be opening a Regional Office for the foreseeable future. A significant proportion of the expenditure incurred was in relation to the rent and legal fees, and standard procedures *were* followed. I fully accept that public expenditure should, as far as is possible, lead to a positive and quantifiable outcome in terms of public provision. I am very aware that £9,000 of public money has effectively been wasted, and ultimately, as de facto 'CEO' of my own office, I bear a heavy burden of responsibility for this.

Having said all that, this whole affair has been deeply frustrating for myself, as my only objective from the outset was simply to open a Regional Office. My employee A did not have a massive amount of political experience - however, one area where I believed he was strong was in his understanding of property acquisition and related issues. A has bought, sold and managed many properties, and has described himself in the past as a property developer. He also has a professional background in procurement. Therefore, one area in which I felt I could confidently delegate matters to A was in the acquisition of the Regional Office.

Please bear in mind that A passed through the Commission's fairly rigorous vetting process to secure his position in my office in the first place. I feel that I followed all of the rules in attempting to acquire a Regional Office, and MBS didn't do anything to prevent me from signing the lease. Of course, things clearly went wrong. I accept some liability for this, as outlined in the preceding paragraph - however, when I look back at what occurred, I struggle to see what precise errors or sins of omission I have personally made.





Gareth Bennett

Aelod Cynulliad dros Canol De Cymru
Assembly Member for South Wales Central

I have also borne some expense already. In order to exit the lease, I paid personally for the legal advice given by Geldards, which saved further significant costs from being incurred by the public purse. In addition to that, a large amount of time has been expended on this issue by myself and my staff members. I appreciate entirely the need to establish what *did* go wrong. Unfortunately, there is a danger in these cases that one can end up spending even more public money in a way in which the public gets no quantifiable outcome at the end.

In light of the fact that established procedures were followed and the circumstances that subsequently arose were outside my direct control, I do not consider it would be appropriate for me to make good the entire loss. However, in relation to the building materials, I would be willing to reimburse £2,476.98. Should I do so, this would bring my personal expenditure in this matter to over £7,000. I hope that you will take this as a measure of my strong desire to bring this whole unhappy affair to a close as soon as we possibly can.

In terms of the applicability and the provisions of the Code of Conduct, I understand that I ultimately bear responsibility for expenditure incurred in my name. However, I would add that I gave my then Head of Office express instructions as to the task he was expected to undertake. I acted in good faith at all times, and again I express my regret and apologies for the situation that has transpired.

I trust that this provides you with the additional information you require.

Yours sincerely

Gareth Bennett

Assembly Member for South Wales Central

Aelod Cynulliad dros Canol De Cymru

Croesewir gohebiaeth yn Gymraeg neu Saesneg.
We welcome correspondence in Welsh or English.





Sir Roderick Evans
Commissioner for Standards
National Assembly for Wales
Cardiff Bay
CARDIFF
CF99 1NA

Dyddiad | Date: 21 August 2018

Dear Sir Roderick,

Pwnc | Subject: Regional Office

Thank you for your letter dated 9 August 2018.

Firstly, I should like to address the point you make relating to the apparent inconsistency in the information given by A and the details in my letter dated 6 March 2018. The details I gave in my letter were based on the information that I had at the time, conversations that I had with my remaining office staff (as A was on sick leave by that time) and by piecing together the written information available in the office, much of which was sent to you in my original response.

My now Senior Advisor, [REDACTED], recalls that A was on holiday at the time the building materials were procured, and that he was sent the invoices for the materials to arrange for their payment by the Members' Business Support team here at the Assembly. Neither he nor I were party to any conversation with B however, so my assertion that he was to obtain the building materials was based on what I believed to be the case, given the time constraints involved. It may of course be that A is correct when he says that he himself did not ask B to procure those items, but I am afraid I cannot shed any further light on this.

Turning to the point you raise about the apparent use of the building materials at the office, this was based on the observations of [REDACTED] and a colleague, [REDACTED]. As I mentioned in my letter of 6 March 2018, they accessed the office on 13 June 2017. They took photographs of the condition of the office, which again I previously sent to you, and they believe that work had been carried out using the materials procured by B.

Specifically, they observed that partition walls had been erected using timber and plasterboard, items which are clearly defined on the invoices from the builders' merchant. Those partition walls do not appear in the photographs of the property as listed on the letting agent's specification literature, so it would seem to me to be a logical conclusion to deduce that the building materials were, in part if not in total, used at the proposed regional office. Again, as neither they nor I were party to any discussions with B, I cannot comment further on this matter.





Gareth Bennett

Aelod Cynulliad dros Canol De Cymru
Assembly Member for South Wales Central

Finally, as I mentioned in my letter of 27 March 2018, I do not recall taking the lease against legal advice. This was only brought to my attention by A at a much later stage, and I have no recollection of any explanation or caution being offered by the solicitor or indeed by A. I therefore relied solely on the advice that I was given at the time, and I do not recall signing any form of waiver.

I do not feel that I have anything further to add to your deliberations but of course should you have any further enquiries I shall do my best to assist.

Yours sincerely

Gareth Bennett

Assembly Member for South Wales Central

Aelod Cynulliad dros Canol De Cymru



Attendance Note

Date: 24 March 2017	Time: 11:30	File No: 0142
Matter: Commercial Lease of 1st Floor Offices 9a Gelliwasted Road Pontypridd		
Attendance upon:		
<p>Notes: Gareth Bennett came into the office with A. <i>on the 2nd</i></p> <p>I went through the lease with Gareth explaining the obligations to him, and <i>March</i> advised him that I've not had any replies to enquiries, nor have I had any <i>2017</i> information with regard to fire risk assessments or asbestos control.</p> <p>I advised him that it would be his duty to ensure those things would be done. I advised that I have not carried out searches on his instructions and that the information that I had to hand was very little.</p> <p>Gareth explained to me that he's under pressure to use the money from the budget and did not have time to wait for enquiries to be raised or searches to be carried out.</p> <p>We discussed the possibility of having search insurance in respect of local searches, and also an indemnity policy in respect of lack of planning or building regulation approval. He agreed that it would be at the very least a good idea to put those policies in place and we agreed that I could do this upon completion. I advised that I wasn't happy to complete with the information we had to hand and felt that from a legal position we weren't in a position to go ahead and advised him not to proceed at this time.</p> <p>Gareth reiterated that he is under immense pressure to complete on this and that he would sign an indemnity and waiver in my favour to confirm that he doesn't wish any searches to be carried out, but he does not want me to carry out anymore investigations or conduct any further enquiries in this matter and that he simply wants to complete the lease and pay rent for the year.</p> <p>I pointed out to him that the lease is in his personal name, although the Welsh Assembly were paying the fees and the rent and I have made it clear to Gareth that he will be personally responsible for any breaches of the obligations contained in the lease. He understood this.</p> <p>Gareth signed the lease in my presence and also an indemnity form confirming that I may proceed without any further work.</p>		
Time engaged:		

Attendance Note

Date: 6 June 2018	Time: 09:52	File No: 0331
Matter: Lease of Former Angharad's Bar, High Street, Pontypridd, CF37 1QN		
Attendance upon: Gareth Bennett by telephone on the 17 th May 2018 (approx.)		
Notes: Advised Gareth of the letter I have received from the Standards Commissioner and the consent he has signed for me to release information from my file. I advised him that I held on file an attendance note from our meeting in which I told him not to proceed and also a signed indemnity. He said that he knows I have this information but part of his duties as an Assembly Member means that he must disclose it even if ultimately it will not help his case. He doesn't think that it will be too bad and I disagreed and said that if they are looking for information to use against him then this would not be in his favour. He said that he doesn't really have a choice as his duties as AM require him to do this and he can't get around it. He confirmed to me that I was instructed to release the information required by the Standards Commission. I		
Time engaged:		
Staff Member: ██████████		

[REDACTED]

From: [REDACTED]
Sent: 06 June 2018 09:43
To: 'Standards Commissioner'
Subject: RE: Request from Commissioner for Standards - [REDACTED]
Attachments: attendance note and signed indemnity.pdf

Sensitivity: [REDACTED]

Dear [REDACTED]

Apologies, I had a few days off and a little behind.

I can confirm that I did advise Mr Bennett not to proceed with the lease of these premises. I spoke with him on the phone and met with him at my offices on the 22nd March 2017. I explained to him that whilst the lease itself was fine, I was not happy with the information provided about the building and advised him not to go ahead. I attach a copy of my attendance from that meeting together with a copy of the indemnity Mr Bennett signed that day.

If there is anything further you require then please let me know.

Kind regards
[REDACTED]

[REDACTED]
Director

Ffôn/Phone: [REDACTED]

Ffacs/Fax: [REDACTED]

E-bost/E-Mail: [REDACTED]

Cyfeiriad/Address: [REDACTED]
[REDACTED]

[REDACTED]

Please be aware of the risk of cyber crime. Our bank account details have not changed and we will never send our bank details in the body of an email. If you do receive an email from us asking you to make payment, please check with us first. Also, speak to the solicitor dealing with your case to confirm bank account details before transferring any funds. [REDACTED] will not be liable if you transfer funds into an incorrect bank account.

From: Standards Commissioner [mailto:Standards.Commissioner@assembly.wales]

Sent: 06 June 2018 09:32

To: [REDACTED]

Subject: Request from Commissioner for Standards - [REDACTED]
[REDACTED]

OFFICE COSTS ALLOWANCE – CLAI

Appendix 3

This form is for claiming expenses for the cost of maintaining an Member's constituency or region. Please state if we

- Reimbursement to AM/AMSS
- Direct payment to supplier
- Party Leader's budget

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Payee: _____

(Please state company/person to be paid)

Expenditure type:	£	Expenditure type:	£	Expenditure type:	£
Broadband		Office Legal Expenses		Office Parking Permits	
Conference Fees (not Party Political)		Office Maintenance	699.09	Photocopying	
Books		Office Purchase		Photography	
Eye Test / AMSS charged to staffing		Office Removal Costs		Postage	
Mobile Telephone		Office Rent		Subscriptions (not newspapers)	
Newspapers/Periodicals		Office Stationery		Advertising	
Office Business Rates		Office Telephone		Surgery Room Rental	
Office Cleaning		Office TV Licence		Translation	
Office Contents Insurance		Office Utilities		Website	
Office Equipment Lease		Policy, Research & Comms Fund		TOTAL COST	699.09
Additional Information: Regional Office Building Materials					

This is a claim for the reimbursement of reasonable allowances and/or expenses, necessarily incurred, in the connection with my role as an Assembly Member. I confirm that the monies claimed apply to work or services which have already been completed or fully provided (If you are unable to make this declaration you MUST indicate such to a member of the MBS staff). I attach an invoice and/or receipt in support of all items claimed. I confirm that these items have not been previously claimed and that the information given is, to the best of my knowledge, true and accurate.

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE - CLAIM FORM

This form is for claiming expenses for the cost of maintaining an office in the Assembly Member's constituency or region. Please state if we are to pay:

- Reimbursement to AM/AMSS
- Direct payment to supplier
- Party Leader's budget

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Payee: [REDACTED]
 (Please state company/person to be paid)

Expenditure type:	£	Expenditure type:	£	Expenditure type:	£
Broadband		Office Legal Expenses		Office Parking Permits	
Conference Fees (not Party Political)		Office Maintenance	675.54	Photocopying	
Books		Office Purchase		Photography	
Eye Test / AMSS charged to staffing		Office Removal Costs		Postage	
Mobile Telephone		Office Rent		Subscriptions (not newspapers)	
Newspapers/ Periodicals		Office Stationery		Advertising	
Office Business Rates		Office Telephone		Surgery Room Rental	
Office Cleaning		Office TV Licence		Translation	
Office Contents Insurance		Office Utilities		Website	
Office Equipment Lease		Policy, Research & Comms Fund		TOTAL COST	675.54
Additional Information: Regional Office Building Materials					

This is a claim for the reimbursement of reasonable allowances and/or expenses, necessarily incurred, in the connection with my role as an Assembly Member. I confirm that the monies claimed apply to work or services which have already been completed or fully provided (*If you are unable to make this declaration you MUST indicate such to a member of the MBS staff*). I attach an invoice and/or receipt in support of all items claimed. I confirm that these items have not been previously claimed and that the information given is, to the best of my knowledge, true and accurate.

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE – CLAIM FORM

This form is for claiming expenses for the cost of maintaining an office in the Assembly Member's constituency or region. Please state if we are to pay:

- Reimbursement to AM/AMSS
- Direct payment to supplier
- Party Leader's budget

✓

Payee: _____
 (Please state company/person to be paid)

Expenditure type:	£	Expenditure type:	£	Expenditure type:	£
Broadband		Office Legal Expenses		Office Parking Permits	
Conference Fees (not Party Political)		Office Maintenance	684.97	Photocopying	
Books		Office Purchase		Photography	
Eye Test / AMSS charged to staffing		Office Removal Costs		Postage	
Mobile Telephone		Office Rent		Subscriptions (not newspapers)	
Newspapers/Periodicals		Office Stationery		Advertising	
Office Business Rates		Office Telephone		Surgery Room Rental	
Office Cleaning		Office TV Licence		Translation	
Office Contents Insurance		Office Utilities		Website	
Office Equipment Lease		Policy, Research & Comms Fund		TOTAL COST	684.97
Additional Information: Regional Office Building Materials					

This is a claim for the reimbursement of reasonable allowances and/or expenses, necessarily incurred, in the connection with my role as an Assembly Member. I confirm that the monies claimed apply to work or services which have already been completed or fully provided (if you are unable to make this declaration you MUST indicate such to a member of the MBS staff). I attach an invoice and/or receipt in support of all items claimed. I confirm that these items have not been previously claimed and that the information given is, to the best of my knowledge, true and accurate.

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE – CLAIM FORM

This form is for claiming expenses for the cost of maintaining an office in the Assembly Member's constituency or region. Please state if we are to pay:

- Reimbursement to AM/AMSS
- Direct payment to supplier
- Party Leader's budget

Payee: [REDACTED]
 (Please state company/person to be paid)

Expenditure type:	£	Expenditure type:	£	Expenditure type:	£
Broadband		Office Legal Expenses		Office Parking Permits	
Conference Fees (not Party Political)		Office Maintenance	417.38	Photocopying	
Books		Office Purchase		Photography	
Eye Test / AMSS charged to staffing		Office Removal Costs		Postage	
Mobile Telephone		Office Rent		Subscriptions (not newspapers)	
Newspapers/Periodicals		Office Stationery		Advertising	
Office Business Rates		Office Telephone		Surgery Room Rental	
Office Cleaning		Office TV Licence		Translation	
Office Contents Insurance		Office Utilities		Website	
Office Equipment Lease		Policy, Research & Comms Fund		TOTAL COST	417.38
Additional Information: Regional Office Building Materials					

This is a claim for the reimbursement of reasonable allowances and/or expenses, necessarily incurred, in the connection with my role as an Assembly Member. I confirm that the monies claimed apply to work or services which have already been completed or fully provided (if you are unable to make this declaration you MUST indicate such to a member of the MBS staff). I attach an invoice and/or receipt in support of all items claimed. I confirm that these items have not been previously claimed and that the information given is, to the best of my knowledge, true and accurate.

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

Gareth Bennett AM
By e-mail

6 November 2018

Assembly Restricted: Report from Commissioner for Standards

Dear Gareth

The Standards of Conduct Committee met on 6 November to consider the report from the Commissioner for Standards relating to your use of your Office Costs Allowance.

We note in your letter to the Commissioner dated 27 March 2018 that you state:

“In relation to the building material, I would be willing to reimburse £2476.98.”

However, the Commissioner’s report to the Committee notes that his “enquiries reveal that Mr Bennett has not reimbursed the £2,476.98”. To aid us in reaching our final decision, the Committee would like to confirm what your intention is in relation to this sum. If you do intend to reimburse this sum, we would welcome confirmation that you have made the necessary arrangements with Members Business Support to reimburse this sum either through instalments or a lump sum.

I would be grateful for a response to this letter by 14 November 2018.

Yours Sincerely,



Jayne Bryant
Chair





Jayne Bryant AM
Chair, Standards of Conduct Committee
National Assembly for Wales

Dyddiad | Date: 22 November 2018

Assembly Restricted: Report from Commissioner for Standards

Dear Jayne

Further to your letter dated 6 November 2018, I can confirm that I have instructed Members' Business Support to make a deduction of a lump sum of £2476.98 from my November salary.

The original offer to reimburse this sum, in addition to the £4533 I had already paid in legal fees, was made at an early stage of Sir Roderick's deliberations. Unfortunately, it has taken some time for the Commissioner to conclude his investigation and produce his findings. I have not previously been advised or asked to reimburse the funds prior to the conclusion of his inquiry, so I am pleased to do so now, at the earliest opportunity.

Yours sincerely

Gareth Bennett AM/AC
Leader of UKIP in the National Assembly for Wales
Arweinydd UKIP yng Nghynulliad Cenedlaethol Cymru

Assembly Member for South Wales Central
Aelod Cynulliad dros Canol De Cymru

Croesewir gohebiaeth yn Gymraeg neu Saesneg.
We welcome correspondence in Welsh or English.

