



House of Commons
Committee on
Standards and Privileges

Mr David Curry

Twelfth Report of Session 2009–10

Report and Appendices, together with formal minutes

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The Committee on Standards and Privileges

The Committee on Standards and Privileges is appointed by the House of Commons to oversee the work of the Parliamentary Commissioner for Standards; to examine the arrangements proposed by the Commissioner for the compilation, maintenance and accessibility of the Register of Members' Interests and any other registers of interest established by the House; to review from time to time the form and content of those registers; to consider any specific complaints made in relation to the registering or declaring of interests referred to it by the Commissioner; to consider any matter relating to the conduct of Members, including specific complaints in relation to alleged breaches in the Code of Conduct which have been drawn to the Committee's attention by the Commissioner; and to recommend any modifications to the Code of Conduct as may from time to time appear to be necessary.

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The constitution and powers of the Committee are set out in Standing Order No. 149. In particular, the Committee has power to order the attendance of any Member of Parliament before the committee and to require that specific documents or records in the possession of a Member relating to its inquiries, or to the inquiries of the Commissioner, be laid before the Committee. The Committee has power to refuse to allow its public proceedings to be broadcast. The Law Officers, if they are Members of Parliament, may attend and take part in the Committee's proceedings, but may not vote.

Publications

The Reports and evidence of the Committee are published by The Stationery Office by Order of the House. All publications of the Committee (including press notices) are on the Internet at: www.parliament.uk/sandp.

Committee staff

The current staff of the Committee are Mr Steve Priestley (Clerk), Miss Rhiannon Hollis (Second Clerk) and Ms Jane Cooper (Committee Assistant).

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Mr David Curry

Introduction

1. The Parliamentary Commissioner for Standards has sent us the report of his investigation into two matters referred to him by the Rt hon Member for Skipton and Ripon, Mr David Curry. The Commissioner's memorandum is published at Appendix 1. In accordance with our usual practice, we provided Mr Curry with a copy of the Commissioner's memorandum and invited him to give evidence. Mr Curry sent us written evidence, which is published at Appendix 2.

2. Mr Curry was a member of this Committee from 2006 to March 2009. He returned to the Committee in October 2009 and was elected as Chairman. On 23 November 2009, Mr Curry wrote to the Commissioner, asking him to investigate two allegations made in a national newspaper in relation to his claims for allowances in respect of his second home and his work as Chairman of Dairy UK.¹ Mr Curry immediately ceased to play any part in the work of the Committee. He was formally discharged from it on 26 November.

3. The rules of the House permit Members to claim from their allowances for costs wholly, exclusively and necessarily incurred when staying overnight away from their designated main home, for the purpose of performing Parliamentary duties.² Since 2006, Members have also been under an explicit obligation to bear in mind the need to obtain value for money from their use of allowances. The Commissioner reports that the essence of the first allegation against Mr Curry was that he had made claims against his allowances for the costs of his additional home in North Yorkshire which were not wholly, exclusively and necessarily incurred for the purpose of performing his Parliamentary duties and which failed to have sufficient regard to obtaining value for money from the accommodation.³

4. Mr Curry informed the Commissioner that during a period of marital separation in 2004–05, he had continued to designate his Essex property as his main home but had changed the designation of his second home from his constituency cottage to a rented flat in London. The rules at the time stipulated that the location of a Member's main home was normally a matter of fact, but that where a Member had more than one home their main home would normally be where the Member spent more nights than at any other. The Commissioner has also considered as part of his inquiry whether Mr Curry's designation of his main home was within the rules.⁴

5. The essence of the second allegation was that Mr Curry did not adequately register his employment as Chairman of Dairy UK in the Register of Members' Interests from 2005 to 2008 and that he used his Parliamentary staff to support him in this employment.⁵

¹ Appendix 1, paragraph 2

² Appendix 1, paragraphs 8 to 19

³ Appendix 1, paragraph 6

⁴ Appendix 1, paragraph 6

⁵ Appendix 1, paragraph 7

Members are required under the terms of a Resolution of the House to deposit with the Commissioner a copy of any agreement which involves the provision of services in their capacity as a Member of Parliament.⁶ The agreement must include a statement that the Member will not be required to engage in advocacy. The rules also state that the purpose of the Members' staffing allowance is to meet costs wholly, exclusively and necessarily incurred on the provision of staff to help Members perform their Parliamentary duties.⁷

The Commissioner's findings

Mr Curry's claims in respect of his constituency home

6. As noted above, between April 2004 and July 2005 Mr Curry designated a flat in London as his second home for allowance purposes. At all other times, his designated second home has been a cottage in his constituency. The Commissioner notes that Mr Curry has consistently designated his family home in Essex as his main home.⁸ Mr Curry did not seek advice from the House authorities on the designation of his homes for allowance purposes.⁹

7. Over the period 1 April 2004 to 30 November 2009, Mr Curry was paid just under £65,000 from his second home allowances (following a later repayment by Mr Curry, the revised total is £64,120).¹⁰

8. Mr Curry told the Commissioner that before 2004, he divided his nights broadly evenly between his main home in Essex, his cottage in Yorkshire, and his wife's London house; that from April 2004 to April 2005, including recesses, he spent the majority of his nights in his cottage, and the remainder in London, with very few nights spent in Essex; and that from June 2005 to November 2009 (aside from holidays) he spent almost every night in his Essex home, although he began to make more use of the cottage from April 2009. From November 2007 to June 2008, the cottage was uninhabitable and Mr Curry says that between August 2007 and June 2008 he spent up to three nights a week with his terminally-ill father in Leeds. Mr Curry told the Commissioner that he had made extensive daytime use of the cottage, using it as a base for working visits to his constituency.¹¹ However, on Mr Curry's own evidence he spent just six nights in the cottage while on Parliamentary business in financial years 2006–07 to 2008–09.¹²

9. The Commissioner fully accepts that Mr Curry made daytime and evening use of his cottage when in the constituency on Parliamentary business.¹³ However, his view is that such use of a second home is "ancillary to its primary purpose." He writes that:

⁶ Appendix 1, paragraphs 22 to 25

⁷ Appendix 1, paragraphs 20 and 21

⁸ Appendix 1, paragraph 142

⁹ Appendix 1, paragraph 145

¹⁰ Appendix 1, paragraph 144

¹¹ Appendix 1, paragraph 31

¹² Appendix 1, paragraph 143

¹³ Appendix 1, paragraph 164

The clear and stated intention of the rule is to meet the necessary costs incurred by a Member when staying overnight away from their main UK residence for the purpose of performing their parliamentary duties. The section of the rules in the 2005 and 2006 Green Books advising on what eligible Members could claim is headed in bold: “Location of overnight stays”. In my view the purpose of the allowance is unambiguous. ... The Member must use it for their overnight accommodation.¹⁴

The Commissioner continues:

I do not consider that such extremely limited usage before [April 2009] could be held to justify Mr Curry making claims for the expenses of his second home in his constituency, because these expenses were not in any significant way incurred when staying overnight away from his main home in Essex. His use of the property did not in my judgement meet that founding requirement of the Additional Costs Allowance. Nor did it offer the taxpayer value for money.¹⁵

...

I conclude, therefore, that Mr Curry was in breach of the rules of the House from July 2005 to March 2009 in claiming the Additional Costs Allowance for a cottage in his constituency which, with the most occasional exception, he did not use for the purpose of staying overnight away from his main home when performing his parliamentary duties.¹⁶

10. In the Commissioner’s view, Mr Curry made a serious misjudgement, resulting in a breach of both the letter and the spirit of the rules.¹⁷

Mr Curry’s claims in respect of his Westminster flat

11. The Commissioner has also considered whether Mr Curry was within the rules in claiming against the Additional Costs Allowance (ACA) for his Westminster flat from April 2004 to June 2005. He notes that no allegation was made against Mr Curry in this regard.¹⁸ However, the facts were given by Mr Curry in evidence and, in accordance with precedent, the Commissioner has followed them up.

12. Mr Curry told the Commissioner that, from April 2004 to April 2005, when the House was sitting, he stayed for up to three nights a week in his constituency cottage, a further night elsewhere, and the remaining three nights in his Westminster flat. Mr Curry did not return to spending most nights in Essex until July 2005. The Commissioner points out that this means that during this period Mr Curry’s Essex home did not conform to the rules relating to main homes, which state that a main home is normally one where the Member

¹⁴ Appendix 1, paragraph 160

¹⁵ Appendix 1, paragraph 163

¹⁶ Appendix 1, paragraph 165

¹⁷ Appendix 1, paragraph 186

¹⁸ Appendix 1, paragraph 166

spends more nights than in any other.¹⁹ If recesses are included, then in 2004–05 Mr Curry was spending more nights in his constituency home than in any other. The Commissioner therefore concludes that Mr Curry was in breach of the rules from April 2004 to July 2005 and that he should have changed the designation of his main home for allowance purposes from his Essex property to his constituency cottage in April 2004.²⁰

13. However, the Commissioner points out that he has no evidence that such a change in Mr Curry’s main home designation would have had any material effect on the claims he made against his ACA.²¹ He concludes that this was “a substantially less serious breach” than Mr Curry’s claims in respect of his second home.

14. The Commissioner also has no evidence that Mr Curry deliberately set out to breach the rules. It appears that, in reacting to changes to his domestic circumstances, Mr Curry failed to consider whether his new arrangements were within the rules and he failed to seek sufficient advice. The Commissioner finds this to be “a matter of some concern.”²²

Mr Curry’s work as Chairman of Dairy UK

Registration requirements of the House

15. In addition to being a Member of Parliament, Mr Curry was chairman of Dairy UK between August 2005 and September 2008. He was paid a salary of over £35,000 *per annum* for this work and he received an *ex gratia* payment of £20,000 when it ended.²³ Mr Curry has had considerable experience of the agricultural sector during his time as a Member, as a Minister and as Chairman of a select committee. He suggested that it was this experience, rather than his status as an MP, which had led to the appointment.

16. However, as the Commissioner notes, Mr Curry used his position as a Member to book facilities in the House of Commons for Dairy UK events. Mr Curry also felt that as an MP he brought some “clout” to the role. The Commissioner’s view, supported by the opinion of the Registrar of Members’ Financial Interests, is that Mr Curry provided his services to Dairy UK in his capacity as an MP.²⁴ He therefore needed not only to register his employment but to register his salary within a band and to deposit with the Commissioner a copy of an agreement with Dairy UK that it would not require him to engage in advocacy on its behalf.²⁵

17. Mr Curry registered his employment and his remuneration band, but he did not send the Commissioner a copy of an agreement with Dairy UK including a non-advocacy clause. The Registrar wrote twice to Mr Curry, asking him to deposit a copy of such an agreement.²⁶ Mr Curry declined to do so.²⁷ He told the Registrar that he did not consider it

¹⁹ Appendix 1, paragraph 167

²⁰ Appendix 1, paragraph 168

²¹ Appendix 1, paragraph 170

²² Appendix 1, paragraphs 187 and 188

²³ Appendix 1, paragraph 148

²⁴ Appendix 1, paragraphs 152 and 179

²⁵ Appendix 1, paragraphs 151 and 176

²⁶ Appendix 1, paragraph 152

necessary to request such an agreement from Dairy UK, because they would not expect him to do anything that was against the rules, and as he was its Chairman it was not clear who was in a position to write such a letter, other than himself.²⁸

18. The Commissioner notes that Mr Curry had previously provided such an agreement in respect of an earlier appointment, although Mr Curry said that he had no recollection of doing so.²⁹ This, and the fact that Mr Curry had twice been advised by the Registrar to deposit an agreement in respect of his employment with Dairy UK, means that Mr Curry should have been aware of his obligation under the rules. Although the Commissioner accepts that Mr Curry would not have allowed Dairy UK to ask him to engage in advocacy, that its Board were aware of the requirement, and that there is no evidence of any wrongdoing on the part of Mr Curry or Dairy UK, he considers that the rule is there to enable others to have access to a written assurance that the Member's employer is aware of its obligations in employing a Member of Parliament. He points that no such assurance was available in this case. As Chairman of Dairy UK, Mr Curry had a contract of employment and was accountable to its board, which would have been the appropriate body to provide the assurance.³⁰

19. The Commissioner therefore upholds the allegation that Mr Curry was in breach of the rules of the House in not securing from Dairy UK a statement in its agreement for services that he would not be required to engage in lobbying activities on its behalf.³¹ He considers that this was more than a technical breach, as Mr Curry had suggested, and that Mr Curry was wrong not to act on the Registrar's clear advice. The Commissioner concludes that Mr Curry's failure to act in accordance with the advice represented "a serious breach of the registration rules." He suggests that "It is important that Members who disagree with the rules should not expect deliberately to disregard them without consequence."³²

Support from Parliamentary staff

20. As for the allegation that administrative support to Mr Curry in his capacity as Chairman of Dairy UK was provided by staff in his Parliamentary office, the Commissioner finds that two such staff did provide some limited support for him in this role. The work principally consisted of diary management, arranging some meetings, liaising on events held in the House, and typing and printing out a few letters. The Commissioner notes that the evidence is that this work took up only about one hour of staff time each month.³³

21. The Commissioner concludes that it would be unrealistic and unreasonable to bar Members' staff from providing minimal support to them in coordinating their outside commitments with their work as MPs. He does not consider that the "minor incidental support" from Mr Curry's Parliamentary staff for his work as Chairman of Dairy UK was

²⁷ Appendix 1, paragraph 177

²⁸ Appendix 1, paragraph 153

²⁹ Appendix 1, paragraph 177

³⁰ Appendix 1, paragraph 181

³¹ Appendix 1, paragraph 182

³² Appendix 1, paragraph 189

³³ Appendix 1, paragraph 149

such as to breach of the rules of the House. The Commissioner does not, therefore, uphold this allegation.³⁴

Mr Curry's evidence

22. In accordance with our usual procedures, we invited Mr Curry to submit written evidence and we offered him an opportunity to give oral evidence. Mr Curry chose to submit written evidence only, and did so within a tight timetable. We note also that Mr Curry responded promptly to the Commissioner's requests for evidence. Like the Commissioner, we are grateful to Mr Curry for his full cooperation with the inquiry process.³⁵

23. Mr Curry begins his evidence by stating "If I have been in breach of Parliamentary rules I apologise without reservation. I ask the committee to accept that my actions have been entirely in good faith."³⁶ We return to this statement in our conclusions. First, we consider Mr Curry's evidence on the Commissioner's detailed findings.

Mr Curry's claims in respect of his constituency home

24. As Mr Curry notes, he has "explained very frankly" the family circumstances which caused him to spend very few nights at his constituency home. When, in July 2005, Mr Curry re-designated the constituency cottage as his second home, "It never crossed [his] mind for a second that there was an issue to raise with the Fees Office." Mr Curry states that this decision meant that his annual claims fell by more than half.

25. Mr Curry's central contention is that his second home was used wholly, exclusively and necessarily to assist him in his constituency duties—ie, for Parliamentary purposes. He substantiates this claim by referring to that fact that Skipton and Ripon is one of the largest constituencies, which straddles the Pennines and has no dominant settlement. By providing Mr Curry with a place where he could "relax, shower, change clothes, eat, work on constituency business and occasionally meet constituents" the cottage supported his work as a Member of Parliament.

26. Mr Curry accepts that he stayed overnight only "from time to time." He adds that "had I realised that there was an issue concerning overnight stays it would have been very easy to notch up a quota to meet any reasonable requirement."

Mr Curry's claims in respect of his Westminster flat

27. Turning to the question of his claims against ACA in 2004–05, Mr Curry declares himself "somewhat puzzled by the amount of space devoted to this aspect of [his] arrangements." He suggests that, since no complaint was made relating to it and the Commissioner has found that his designation of the flat as his second home for a period of 15 months was legitimate, "it is a non-issue."

³⁴ Appendix 1, paragraphs 174 and 175

³⁵ Appendix 1, paragraph 185

³⁶ Appendix 2

28. In answer to the question of whether he should have changed the designation of his main home from Essex to his constituency cottage on the grounds that during that period of 15 months he spent the greater part of his time at the cottage, Mr Curry states that “Once again ... it never crossed [his] mind for a split second that [his] family home in Essex ... could be anything other than [his] main home.” He points out that what he describes as his “failure” to designate a main home other than his Essex home made no difference to his claims against ACA.

Mr Curry’s work as Chairman of Dairy UK

Registration requirements of the House

29. Mr Curry notes that there has been no allegation that he broke the advocacy rule and states that he has at all times regarded himself as bound by that rule. He has told us that he made it “an absolute condition” of acceptance of the position as Chairman of Dairy UK that the rules must be observed “in all circumstances.” Mr Curry states that he believed that the Registrar had concluded as much, even in the absence of a formal agreement.

30. Mr Curry rejects the analogy drawn by the Commissioner between his deposit of a formal agreement in respect of other employment in 2000 and his later employment by Dairy UK. The circumstances were different. He regards the failure to deposit a non-advocacy agreement in 2005 as “a technical infringement” of the rules.

Support from Parliamentary staff

31. Mr Curry welcomes the Commissioner’s finding that the limited support given him by his Parliamentary staff in his capacity as Chairman of Dairy UK did not breach the rules.

Conclusions and recommendations

32. We note that Mr Curry has offered to apologise without reservation, if he has breached the rules. We set out below our conclusions on whether Mr Curry has broken the rules, together with recommendations where appropriate.

Mr Curry’s claims in respect of his constituency home

33. The essence of the Commissioner’s finding in respect of Mr Curry’s claims against allowances for the use of his second home is that Mr Curry failed to understand—and failed to seek advice on—the rules’ application to overnight stays as distinct from daytime use of the property. We agree with the Commissioner that it should have been plain to Mr Curry that second home allowances can be claimed only for costs incurred when staying overnight away from his main home. Mr Curry’s use of his cottage in Yorkshire as a base for his constituency activities was certainly Parliamentary, in the widest sense of the term, but it did not meet the conditions for payment of allowances, which in our view are very clear. Mr Curry’s claims for such allowances therefore breached the rules.

34. We nonetheless have some sympathy for Mr Curry’s point that, as the Member for such a large constituency, he needed somewhere to prepare for meetings and to refresh himself during the day. We accept that, while Mr Curry rarely stayed overnight in the cottage, he used it for Parliamentary purposes. When asked by the Commissioner whether

he had thought of using his office costs allowance (IEP) to meet this need, Mr Curry pointed out that he had owned the cottage since 1987. It clearly appeared reasonable to him that he should use it to support his daytime and evening work and he has told both us and the Commissioner that he could have adjusted his pattern of overnight stays in order to bring his claims within the letter of the rules, had it occurred to him to do so.

35. We conclude that Mr Curry was in breach of the rules when he claimed Additional Costs Allowance in respect of his constituency home between July 2005 and March 2009, when the evidence is that he stayed there overnight very rarely. We believe that this reflects careless behaviour on Mr Curry’s part and that there was no intention on his part either to deceive or to derive an improper personal benefit. Mr Curry made some use of the property while on Parliamentary business, which mitigates his failure to observe the rules. We recommend that Mr Curry repay £28,000 from the sums he claimed from allowances in respect of his use of his second home between July 2005 and March 2009, which totalled £38,000. We further recommend that Mr Curry apologise to the House for this breach in writing, through the Committee, within seven days. We will publish the letter of apology on our website.

Mr Curry’s claims in respect of his Westminster flat

36. The Commissioner regards Mr Curry’s breach of the rules in failing to change the designation of his main home from his Essex house when he was not staying there overnight as substantially less serious than his breach in respect of his constituency home. We agree with this assessment. The public purse lost nothing as a result of this breach, because if Mr Curry had correctly designated his constituency home as his main home, he would still have been able to claim exactly what he did claim on his Westminster flat. And Mr Curry gained nothing. Nonetheless, this was a breach of the rules. It was not a “non-issue.”

37. We conclude that Mr Curry breached the rules by failing to change the nomination of his main home in 2004–05. However, the public purse lost nothing and Mr Curry gained nothing as a result. We recommend that Mr Curry apologise to the House for this breach in writing, through the Committee, within seven days. We will publish the letter of apology on our website.

Mr Curry’s work as Chairman of Dairy UK

Support from Parliamentary staff

38. We agree with the Commissioner that the support given to Mr Curry in his capacity as Chairman of Dairy UK was within acceptable bounds. It clearly makes sense for one person to coordinate a Member’s diary engagements and in this case the additional work created for his Parliamentary staff was minimal. **We conclude that Mr Curry’s staffing arrangements in support of his work as Chairman of Dairy UK were within the rules.**

Registration requirements of the House

39. Mr Curry has described his failure to deposit a non-advocacy agreement with the Registrar as “a technical infringement” of the rules. The Commissioner regards it as “a

serious breach.” We accept that there was never any intention on Mr Curry’s part to engage in advocacy. We accept, too, his comment that he would have resigned immediately, had he been asked to engage in such behaviour. However, we also agree with the Commissioner that the purpose of registration is to ensure transparency and to protect Members—and, we might add, the House. Neither do we accept Mr Curry’s argument that the rule was “ill-fitted to [his] circumstances” or his suggestion that the Registrar should have pursued the matter on more than the two occasions when she did. In our view, Mr Curry did not overlook the requirement to register; he refused to comply with the rules.

40. We conclude that Mr Curry deliberately breached the rules on registration, although we accept that he was not attempting to conceal anything. We recommend that Mr Curry apologise to the House for this breach in writing, through the Committee, within seven days. We will publish the letter of apology on our website.

Appendix 1: Memorandum from the Parliamentary Commissioner for Standards

Rt Hon David Curry MP

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Rt Hon David Curry MP

Introduction

1. This memorandum reports on my inquiry into allegations about the use made by Mr David Curry, the Member for Skipton and Ripon, of his constituency home, funded from parliamentary allowances and into his employment from 2005 to 2008 as the Chairman of Dairy UK. The Committee agreed to my conducting this inquiry at the request of the Member himself.

Background

2. Mr Curry wrote to me on 23 November 2009.³⁷ He asked me to investigate “*the charges made against me in relation to second home allowance and my work as Chairman of Dairy UK contained in the Daily Telegraph on November 20 and 21 respectively*”.

3. The article in the *Daily Telegraph* of 20 November³⁸ had alleged that Mr Curry, then Chairman of the Committee on Standards and Privileges, had “*claimed almost £30,000 for a second home that his wife has banned him from staying in*”. The article claimed that Mr Curry **had** been “*accused of having an affair [...] and using a taxpayer-funded cottage to meet his lover*”. It said that its investigation had learned that “*four years ago, after discovering the affair, Mr Curry’s wife [...] demanded that he no longer stayed at the Yorkshire property as a condition of their reconciliation. However, the former minister has continued claiming thousands of pounds a year for the house—which he could expect to sell for a substantial profit after leaving Parliament.*” The article also claimed that, since the affair had ended, Mr Curry “*is only thought to have stayed at the property on a ‘handful’ of occasions. He lives full-time in Essex and commutes to Westminster and Yorkshire when necessary. He rarely stays in his constituency and when he does he has stayed at the £40-a-night Travelodge hotel in Skipton rather than at the taxpayer-funded cottage.*” The article added that neighbours had “*said last week that they had never seen Mr Curry at the cottage...*”

4. The article in the *Daily Telegraph* of 21 November³⁹ said that Mr Curry had been appointed chairman of Dairy UK, an industry lobbying body, in May 2005, and that, the following year, he had been contacted by the Registrar of Members’ Interests and asked to sign a declaration that the directorship was “*within the rules*”. The article alleged that Mr Curry had declined, saying that he would not have accepted the post if there had been any suggestion of impropriety. The article commented, “*Despite his refusal, no further action appears to have been taken against the MP, apart from [the Registrar] writing to him, noting his failure to provide the statement.*” It continued, “*He is suspected of using his parliamentary staff and office in connection with the Dairy UK role, raising suspicion that the taxpayer may have subsidised his private financial interests.*”

³⁷ WE 1

³⁸ WE 2

³⁹ WE 3

5. As this was not a complaint, but a request by a Member for an inquiry into his own conduct, I needed to consult the Committee on Standards and Privileges before I agreed to it.⁴⁰ The Committee agreed on 24 November to my recommendation that I should accept this self-referral for inquiry. Mr Curry did not attend that meeting and was formally discharged from the Committee on 26 November.

The Allegations

6. The essence of the first allegation was that Mr Curry had made claims against his allowances for the costs of his additional home in North Yorkshire which were not wholly, exclusively and necessarily incurred for the purpose of performing his parliamentary duties and which failed to have sufficient regard to obtaining value for money from the accommodation on account of the allegedly limited extent to which he had used the property from 2005 to November 2009. In the course of my inquiry into this allegation, Mr Curry told me that in respect of 2004–05 he had continued to designate his Essex property as his main home while he was separated from his wife but had changed the designation of his second home from his constituency cottage to a flat, which he rented in London.⁴¹ I have considered as part of this inquiry whether that designation was within the rules.

7. The essence of the second allegation was that Mr Curry did not adequately register his employment as Chairman of Dairy UK in the Register of Members' Interests from 2005 to 2008, and that he had used his parliamentary funded staff to support him in this employment.

Relevant Rules of the House

Mr Curry's claims in respect of his constituency home in North Yorkshire

8. The Code of Conduct for Members provides in paragraph 14 as follows:

“Members shall at all times ensure that their use of expenses, allowances, facilities and services provided from the public purse is strictly in accordance with the rules laid down on these matters, and that they observe any limits placed by the House on the use of such expenses, allowances, facilities and services.”

9. The relevant rules at the start of the period for this inquiry were set out in the Green Book for April 2005. In the introduction to that edition, Mr Speaker Martin wrote:

“Members themselves are responsible for ensuring that their use of allowances is above reproach. They should seek advice in cases of doubt and read the Green Book with care. In cases of doubt or difficulty about any aspect of the allowances or how they can be used, please contact the Department of Finance and Administration. The Members Estimate Committee, which I chair, has recently restated the Department's authority to interpret and enforce these rules.”

⁴⁰ The Code of Conduct together with The Guide to the Rules relating to the conduct of Members 2009, HC735, Session 2008–09, para. 104.

⁴¹ WE 5

10. The rules in relation to the Additional Costs Allowance were set out in section 3 of that Green Book. The scope of the allowance was set out in paragraph 3.1.1 as follows:

“The Additional Costs Allowance (ACA) reimburses Members of Parliament for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main UK residence (referred to below as their main home), for the purpose of performing Parliamentary duties. This excludes expenses that have been incurred for purely personal or political purposes.”

11. Section 3.2.1 provided that Members could claim ACA if:

- a. You have stayed overnight in the UK away from your only or main home, and
- b. This was for the purpose of performing your Parliamentary duties, and
- c. You have necessarily incurred additional costs in so doing, and
- d. You represent a constituency in outer London or outside London.”

12. Section 3.3.1 dealt with the location of the Member’s home as follows:

“Location of overnight stays

...

“If your main home is neither in London nor the constituency you can choose in which of these areas to claim ACA.”

13. Section 3.9.1 defined a Member’s main home, as had the June 2003 edition, in the following terms:

“When you enter Parliament we will ask you to give the address of your main UK home on form ACA1 for the purposes of ACA and travel entitlements. Members are expected to locate their main homes in the UK. It is your responsibility to tell us if your main home changes. This will remain your main home unless you tell us otherwise.

The location of your main home will normally be a matter of fact. If you have more than one home, your main home will normally be the one where you spend more nights than any other.

If there is any doubt about which is your main home, please consult the Department of Finance and Administration.”

14. The Green Book for July 2006 contained similar provisions to that of April 2005, but added some additional principles. In particular, a new paragraph 3.3.1 provided:

“You must ensure that arrangements for your ACA claims are above reproach and that there can be no grounds for a suggestion of misuse of public money. Members

should bear in mind the need to obtain value for money from accommodation, goods or services funded from the allowances.”

15. With effect from April 2009, the Additional Costs Allowance was replaced by Personal Additional Accommodation Expenditure. The Green Book published in March 2009, which makes provision for Personal Additional Accommodation Expenditure, sets out in paragraph 1.3 a number of fundamental principles governing all claims against parliamentary allowances. These principles include the following:

- “Claims should be above reproach and must reflect actual usage of the resources being claimed.
- Claims must only be made for expenditure that it was necessary for a Member to incur to ensure that he or she could properly perform his or her parliamentary duties.
- Allowances are reimbursed only for the purpose of a Member carrying out his or her parliamentary duties...
- ...
- The requirement of ensuring value for money is central in claiming for accommodation, goods or services—Members should avoid purchases which could be seen as extravagant or luxurious.”

16. Section 2.1 sets out the specific provisions applicable to Personal Additional Accommodation Expenditure. Paragraph 2.1.1 sets out the purpose of the allowance as follows:

“PAAE is available to reimburse Members for the additional expenses necessarily incurred in staying overnight away from their main home for the purpose of performing their parliamentary duties.”

17. Paragraph 2.1.2 sets out eligibility criteria as follows:

“PAAE can be claimed if the principles set out in Part I have been complied with, and

...

- If your main home is neither in London nor the constituency, you can choose in respect of which of these areas to claim PAAE.

...”

18. The Green Book provides in the definition section the following:

“ ‘Main home’ is the term used in the Green Book for the term ‘only or main residence’ as used in the applicable Resolutions of the House and the relevant legal

provisions. It is for a Member to determine where his or her main home is based on his or her circumstances. It must be in the UK.”

19. The references relevant to this inquiry were carried forward from March 2009 into the July 2009 edition of the Green Book.

Mr Curry’s work as Chairman of Dairy UK

20. The rules in relation to Members’ staff funded from the staffing allowance when Mr Curry was appointed as Chairman of Dairy UK are set out in section 6 of the April 2005 Green Book. Section 6.1.1 sets out the scope of the allowance as follows:

“The staffing allowance is available to meet the costs wholly, exclusively and necessarily incurred on the provision of staff to help you perform your Parliamentary duties. Further details of allowable expenditure are set out at paragraph 6.10.1.”

21. Section 6.2.1 deals with eligibility. It provides that all Members of Parliament may draw on the allowance to pay their staff, and requires that *“the resulting costs, in so far as they are charged to this allowance, are reasonable and entirely attributable to the Member’s parliamentary work.”* Paragraph 6.10.1 gives examples of expenditure that is not allowable. This includes *“Staff who are employed on party political duties or non-parliamentary duties.”* Similar provisions were included in the July 2006 Green Book.

22. The rules in relation to the registration of Members’ interests are set out in the Guide to the Rules. The December 2005 edition, the edition that applied during the bulk of Mr Curry’s chairmanship of Dairy UK, defined the purpose of the Register of Members’ Interests in particular, and of registration in general, in paragraphs 9 and 10 as follows:

“9. The main purpose of the Register of Members’ Interests is ‘to provide information of any pecuniary interest or other material benefit which a Member receives which might reasonably be thought by others to influence his or her actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament.’ The registration form specifies ten Categories of registrable interests which are described below. Apart from the specific rules, there is a more general obligation upon Members to keep the overall definition of the Register’s purpose in mind when registering their interests.

10. The purpose of registration is openness. Registration of an interest does not imply any wrongdoing.”

23. Mr Curry’s employment as Chairman of Dairy UK fell to be registered under Category 1 (Directorships). This required the registration of remunerated directorships in public and private companies. Paragraph 17 included the following requirement:

“It is necessary to register the name of the company in which the directorship is held and to give a broad indication of the company’s business, where that is not self-evident from its name.”

24. Where a Member proposed to enter into an agreement which involves the provision of services in their capacity as a Member of Parliament, the guidance above paragraph 49 of the Guide to the Rules was relevant. It included the following extract from part of the Resolution of the House on such agreements:⁴²

“Any Member proposing to enter into an agreement which involves the provision of services in his capacity as a Member of Parliament shall conclude such an agreement only if it conforms to the Resolution of the House of 6th November 1995 relating to Conduct of Members; and a full copy of any such agreement including the fees or benefits payable in bands of: up to £5,000, £5,001–£10,000, and thereafter in bands of £5,000, shall be deposited with the Parliamentary Commissioner for Standards at the same time as it is registered in the Register of Members’ Interests and made available for inspection and reproduction by the public.”

25. Paragraph 49 itself provided further explanation, including:

“Under a Resolution of the House of 6 November 1995 the House agreed that Members should deposit certain agreements for the provision of services with the Parliamentary Commissioner for Standards ... Any Member who has an existing agreement or proposes to enter into an agreement which involves the provision of services in his or her capacity as a Member of Parliament should:

- ensure that the agreement does not breach the ban on lobbying for reward or consideration...;
- put any such agreement in written form;
- deposit a full copy of the agreement with the Commissioner. The agreement should indicate the nature of the services to be provided and specify the fees or benefits the Member is to receive in bands of (1) up to £5,000; (2) £5,001 to £10,000 (and thereafter in bands of £5,000);

...”

My Inquiries

Introduction

26. I wrote to Mr Curry on 24 November, informing him that the Committee on Standards and Privileges had agreed to his request that I conduct an inquiry into the allegations made in the *Daily Telegraph* on 20 and 21 November about his use of his property in Yorkshire for which he had made claims against parliamentary allowances and about his chairmanship of Dairy UK from May 2005 to 2008.⁴³ I asked a number of questions in

⁴² Part of a Resolution of the House of 6 November 1995, amended on 14 May 2002

⁴³ WE 4

relation to both allegations, to which I return later.⁴⁴ I said that I was not undertaking an inquiry into the nature of the particular claims which he had made against the Additional Costs Allowance in respect of his Yorkshire property from 2005 since these were matters which were subject to the audit then being undertaken by Sir Thomas Legg and now completed. I believed that those matters could be resolved without prejudice to my consideration of the central allegation against him.

27. The two allegations which are the subject of my inquiry are entirely separate from each other. I therefore describe my inquiries into them separately. My interview with Mr Curry, on 24 February 2010,⁴⁵ covered both allegations.

Mr Curry's claims in respect of his constituency home in North Yorkshire

28. In my letter of 24 November,⁴⁶ I asked Mr Curry for the details, with location and dates, of the designation of his main and additional homes for the purpose of his claims against parliamentary allowances in each financial year and part financial year from January 2005, and the reasons for these designations. I also asked for a description of his additional home in Yorkshire, including the accommodation it provided and how he had used it in support of his parliamentary duties in each of the financial years since he had designated the property as his additional home in 2005. I asked for his best estimate of the number of nights he had spent in his main home, in his additional home, and elsewhere, in each financial year or part year since this designation, and of the number of occasions in each financial year when he had undertaken parliamentary duties in his constituency without either spending the night in his constituency home or visiting it for the purpose of his parliamentary duties, and what alternative arrangements he had then made. I asked if for this purpose he could distinguish between overnight stays and other visits to the property and if any visits to the property to review such things as building work or its general condition could be separately identified from visits in the course of parliamentary duties. Finally I asked Mr Curry if he could identify, with dates, periods when he did not have access to the property, together with the reasons.

29. I also asked Mr Curry why he had considered it necessary to make these claims in respect of his additional home in the performance of his parliamentary duties, and why he considered that that they provided value for money. I also asked for a list of people who might be able to confirm his use of the additional home, and what discussions he had had at any time during this period with the House authorities about any aspect of his arrangements for his additional home, with any supporting documentation he might have.

30. Mr Curry replied on 26 November.⁴⁷ He said that he had bought the Yorkshire property in 1987, and it had been designated his second home for ACA purposes since then, with the exception of 2004–05. His main home had been in Essex since its purchase in the early 1980s. Around 1990, his wife had purchased a small house in London which he

⁴⁴ See paragraphs 27 and 85 below.

⁴⁵ WE 39

⁴⁶ WE 4

⁴⁷ WE 5

had occupied during the parliamentary week, and “no claims of any description were ever made against this property”. Mr Curry said that, following an affair which had ended in January 2004, he and his wife had separated for a year. He had rented a flat in London to stay when he was there and had “designated this flat as my second home because I simply could not carry the continuing financial costs of the family home and those of the London flat out of my income”. He had carried the costs of the Yorkshire house out of his income. Mr Curry said that, following a reconciliation between his wife and himself in March 2005, he had immediately⁴⁸ given up his London flat and had re-designated the Yorkshire property as his second home, “thus resuming the status it had had since 1987”. He had also decided that he would commute to London on a daily basis, and “would try to organise my activities in the constituency so as to minimise the nights spent away from home even if this meant arriving back in Essex in the early hours of the morning”.

31. Mr Curry said that his Yorkshire property was a semi-detached stone house. Downstairs it comprised a living room, a narrow dining room, a kitchen, small bathroom and utility room—mainly cupboards. Upstairs there was a large bedroom, and two small bedrooms together with a bathroom. Externally there was a stone-built double garage. Mr Curry commented that it “serves as a base in a constituency which is one of the largest in the UK and straddles the Pennines. I use it for rest and recovery between engagements, to prepare for engagements, change clothes where appropriate, where possible to have a meal in a relaxed surrounding, to dictate letters etc arising from surgeries and visits and deal with issues over the telephone.”

32. Mr Curry said that it was “very difficult to answer with precision” my question about the respective numbers of nights he spent in his main home, his additional home and elsewhere since he had designated his Yorkshire property as his additional home in 2005. He commented, “I live round the year in my main home except for holidays and periods when I have to be away in pursuit of my parliamentary duties in the constituency or elsewhere. In 2005 I lived in the cottage throughout the General Election campaign. But, as I have made clear above, whilst I used the cottage constantly during the years in question I sought to return home whenever possible without skimping on constituency duties. Therefore, in the present Parliament I have very rarely used the cottage for overnight stays and I see little point in trying to pinpoint the rare nights when I did stay there.”

33. Mr Curry estimated that, over the period in question he had carried out constituency duties some three weekends out of four during parliamentary sessions and outside of the main holiday periods. He commented, “Skipton and Ripon is a huge constituency and I can drive for two hours whilst remaining within its boundaries so it cannot be serviced without intensive effort and a great deal of driving.” Mr Curry added, “I would visit the cottage whenever I was on the Ripon side of the constituency or had to cross from one side to the other ... On about three occasions I have stayed at the Skipton Travelodge to minimise driving ... All the costs of such stays were met out of my own pocket and all the bookings made openly by my office.”

⁴⁸ In his comments of 15 March Mr Curry said that it would be more accurate to say that he had given up his London flat “at the earliest opportunity”.

34. Mr Curry said that there had been *“one period of seven months in 2007 and 2008 when the cottage was totally uninhabitable because of works to remedy a damp proof course which had failed”*. Mr Curry also said that another factor which had influenced his activities had been the ill-health of his father, who lived by himself on the north-east edge of Leeds, and who had died in June 2008. Mr Curry commented, *“For the last two years of his life ... I took every opportunity to stay with him and as the house was less than an hour’s drive from both Skipton and Ripon I was able to do this without dislocation of constituency duties.”*

35. Mr Curry believed that he was *“justified in maintaining a constituency cottage which had been bought immediately upon my election as MP given the quite exceptional demands of looking after a constituency which stretches from the Leeds boundary to the furthest north-west corner of North Yorkshire”* He continued, *“All claims have been wholly, exclusively and necessarily incurred for the purpose of performing my parliamentary duties.”* He listed a number of neighbours and near-neighbours whom I might contact regarding his use of the cottage.

36. Mr Curry said that the only discussions he had had with the House authorities about the cottage had related to the work on the damp proof course.

37. I replied to Mr Curry on 3 December.⁴⁹ I noted that he had said that, in the present Parliament, he had *“very rarely used the cottage for overnight stays”* and that I assumed that this statement applied from March 2005, when he had re-designated his Yorkshire property as his second home. I asked Mr Curry how he would define *“very rarely”*, and if, as he had implied, his pattern had been the same from March 2005, he could estimate the number of overnight stays he had made in the property in each financial year since that date. I also asked if he could confirm that the three occasions he had referred to when he had stayed at the hotel in Skipton had been between March 2005 and the present, and if he could identify how often he had stayed overnight in other accommodation in or near his constituency in each of the relevant financial years.

38. Mr Curry replied on 8 December.⁵⁰ He reiterated that he had used the cottage constantly as a base (except when it was uninhabitable because of works to replace a damp proof course) but had sought whenever possible to return to his main home to minimise the time he spent away from his wife and family. He commented, *“The following information must be seen in that context.”*

39. Mr Curry estimated that, in 2005–06, he had stayed overnight in the cottage around 20 times *“because I used it as a base throughout the General Election campaign”*. He estimated that in 2006–07 he had stayed overnight on *“no more than a couple of occasions”*. Mr Curry said that in 2007–08 the availability of the cottage had been severely restricted *“by the works on the damp proof course which began on November 30 [2007] and continued through the remainder of that year. In the period before the end of November I stayed, perhaps, on two occasions overnight in the cottage. The works continued until June 27 [2008] when I was able to take repossession of the cottage.”* Mr Curry also said that the first half of the 2008 calendar

⁴⁹ WE 6

⁵⁰ WE 7

year had coincided with the severe deterioration in his father's health, and he had stayed regularly with him. He added, *"I would, of course, have chosen to stay with him even had the cottage been inhabitable."* Mr Curry believed that, following his death of his father in June 2008, he had *"stayed in the cottage on two occasions even though I continued to use it regularly as a base"*.

40. Mr Curry said that he had managed to find records of his bookings at the hotel in Skipton. He had stayed there on 20 October 2006, but *"cannot recall the circumstances of that stay"*, on 26 February 2009, after attending an Association dinner, and again on 5 November 2009, when he had driven up from London and *"had my first engagement in Skipton shortly after 8 am the following morning"*.

41. Mr Curry said that the *"only other accommodation I used regularly was my father's home [near Leeds]. Since his home was, literally, 100 metres off the most direct route from the south to Skipton (and a very short detour from the route to Ripon) I called there on almost all my visits to the constituency and would stay with him on special occasions like birthdays."* As his father's condition had deteriorated, Mr Curry had stayed overnight with him *"much more frequently in co-ordination with my brother. In the final days of his life we were both there constantly."* Mr Curry commented, *"I was able to serve the constituency effectively from my father's house because it lay within 30 miles of both Skipton and Ripon—rather less than the distance between Skipton and Ripon."* Mr Curry said that, following his father's death, he had continued to call in to check that there were no problems. He added, *"I believe these visits included two overnight stays following the discovery of problems with the central heating control system."*

42. I reviewed the evidence provided by Mr Curry. I decided that his evidence was sufficiently clear about his use of the cottage, particularly his overnight use, not to need corroboratory evidence from his neighbours. I decided also that I had reached the point where it would be helpful to have the advice of the Department of Resources. Accordingly, on 8 December, I wrote to the Director of Operations at the Department of Resources to seek his comments and advice.⁵¹ In particular, I sought his advice on the application of the rules in respect of Members' claims for the Additional Costs Allowance (and since April 2009 the Personal Additional Accommodation Expenditure) given Mr Curry's estimate of the number of his overnight stays in the cottage from 2005 to November 2009. I also asked, if he considered that Mr Curry had been eligible within the rules of the House to claim for these allowances, for his advice on the extent of Mr Curry's use of the cottage, on his use of alternative overnight accommodation when he was in his constituency, and on the relationship between that use and the provisions in the rules in respect of value for money. I also asked for a summary of Mr Curry's ACA and PAAE claims which had been made and met over the period from 2005 to November 2009, broken down by category and financial year.

43. The Director of Strategic Projects replied on behalf of the Department of Resources on 5 January 2010.⁵² The Director said that Mr Curry had always registered his main home as

⁵¹ WE 8

⁵² WE 9

being in Essex, and was therefore able to decide whether to claim ACA and subsequently PAAE in respect of stays in his constituency or stays in London. The Director confirmed that, from 1 April 2004 until June 2005, Mr Curry had designated an address in London as his second home. From July 2005 until 30 November 2009, Mr Curry's designated second home had been an address in his constituency. The Director enclosed a summary of Mr Curry's ACA and PAAE claims from 1 January 2005 to 30 November 2009.⁵³ On 2 March 2010, the Director sent me a revised table, covering the period 1 April 2004 to 30 November 2009, of Mr Curry's claims made and paid in respect of that period.⁵⁴ A summary of the claims made by Mr Curry in each financial year is given in the table below:

Financial year	Mortgage (Rent)+ (£)	Food (£)	Other (£)	TOTAL CLAIMED*(£)	TOTAL PAID (£)
2004–05	15,655	1,187	5,830	22,674	20,902
2005–06	5,965	993	4,530	11,488	10,366
2006–07	2,864	993	5,302	9,159	9,058
2007–08	1,567	1,079	6,795	9,439	9,439
2008–09	---	819	12,114	12,933	12,933
2009–10#	---	---	2,283	2,283	2,283

+ Rent on London flat to June 2005. Otherwise, mortgage interest on Yorkshire cottage. Also includes a hotel claim in 2004–05.

* Due to roundings, the totals may not match the sum of the individual figures.

To 30 November 2009

44. The revised table provided by the Director showed that the total sums paid in 2004–05, 2005–06 and 2006–07 had been less than the sums originally claimed by Mr Curry. The footnotes to that table suggested that some of this was the result of arithmetical errors in individual claims. They noted also that, in 2004–05, a hotel claim had been disallowed, and Mr Curry's final claim of the year had not been paid in full, in order to avoid exceeding the ACA limit. In 2005–06 some of Mr Curry's claims had been reduced to take account of the Dissolution period. Also, following the review by Sir Thomas Legg, the footnotes stated that Mr Curry had repaid £861 of the sum claimed and paid in 2008–09 in respect of repair costs.

45. The Director said: *“Mr Curry's letters to you suggest that he occupied the constituency residence during the 2005 election campaign (though, since ACA/PAAE cannot be claimed during a Dissolution, this is not relevant) but tells you that otherwise he ‘very rarely’ used the accommodation for overnight stays during the present Parliament (from his letter of 8 December 2009, this appears to mean about six occasions)”. He continued, “ACA was, and PAAE is, intended to reimburse Members for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main residences for the purpose of performing parliamentary duties”. He added, “The Department has, however, never sought from Members any account of the number of nights which they spend in their designated second home”.*

⁵³ Not included in the written evidence

⁵⁴ Not included in the written evidence

46. The Director said that there were “*sometimes extenuating circumstances*” which meant that second home accommodation could not be occupied for periods when the Member remained obliged to continue rental or mortgage payments. He said that examples might include “*accommodation unfit for habitation because of fire or flood damage, or because of circumstances in the Member’s personal life (for example, the chronic illness of a close relative) which mean that it is not practical or opportune to occupy the accommodation for a period*”. He commented, “*Mr Curry refers to certain extenuating circumstances. First he explains that he was not able to occupy the property from 30 November 2008 until 27 June 2009⁵⁵ because of damp proofing works. The Department would certainly have regarded it as acceptable for a Member not to occupy a home on which allowances were claimed while it was not able to be occupied because of works of this nature. Mr Curry further tells you that he decided to stay in Leeds with his seriously ill father during the two years up to his father’s death in June 2008. Again, this would be an acceptable reason for not occupying the premises.*”

47. The Director went on to note that Mr Curry had also said that he had decided for personal reasons to minimise the number of nights he spent away from his main home from March 2005. He commented, “*When he made that decision, it might have been appropriate for him to consider on value for money grounds whether he needed any longer to claim the cost of a second home in his constituency. He would, of course, have been entitled to claim for hotel accommodation instead.*” The Director also noted that Mr Curry had said that he used the property during the day as a base for work or relaxation purposes. He commented, “*While the incidental use of a second home for parliamentary work is common, it is not the purpose for which the home is funded from the allowances. Although Green Books have not said this explicitly, ACA/PAAE assistance with mortgage or rental costs has been predicated on the need for the Member to have overnight accommodation and therefore assumes the use of the premises for overnight accommodation.*” The Director also noted that separate allowances applied to office accommodation.

48. The Director said that Mr Curry had made only one claim against hotel costs, in February 2005, and that this had been rejected by the Department. He also said that Mr Curry had never made any claims in respect of his stays at his father’s home. Finally, the Director said that, as far as his Department’s records showed, Mr Curry had not discussed the use of his constituency home with officials of the Department.

49. I replied to the Director on 7 January 2010.⁵⁶ I said that there were two particular points which I had raised in my letter of 8 December to the Director of Operations⁵⁷ and on which it would be helpful if he were able to provide me with the Department’s advice. The first was whether, in the circumstances described by Mr Curry, he was in the Director’s judgement eligible throughout this period to claim against the ACA for his constituency cottage given the amount of overnight use he intended and in fact made of it. The second was whether, if the Department considered that Mr Curry was eligible to claim ACA on this cottage, it had any considered view on whether such claims would meet the rules in

⁵⁵ In fact, 30 November 2007 to 27 June 2008. See para 38 above

⁵⁶ WE 11

⁵⁷ WE 8

respect of a Member having regard to providing value for money for their accommodation claims.

50. The Director replied on 12 January.⁵⁸ He reiterated his previous explanation about extenuating circumstances and his opinion that circumstances such as those referred to by Mr Curry would be examples of the sorts of extenuating circumstances which would have been acceptable reasons for temporary non-occupation of ACA premises. In response to my specific questions, the Director said, *“...if Mr Curry was prevented temporarily from occupying his cottage, he should have spoken to the Department. The Department would then have taken a view about whether, in the light of his circumstances, he would be eligible for ACA payments for continuing obligations. If he had said that he did not intend to use the cottage for overnight stays, he should have been advised that he ought not to claim for its costs under ACA. If he had said that he intended to use it for overnight stays (as he says himself he actually did) ‘very rarely’, the Department should have discussed with him whether a claim would represent value for money. He should himself also have considered retrospectively whether his actual overnight use of the cottage represented value for money.”* The Director also said that the Department of Resources *“were not aware of the full facts and intentions about occupancy at the time. However, as the Committee on Standards and Privileges has made clear, the Department administers the rules, while it is Members who are responsible for ensuring that their conduct remains within those rules.”*

51. I wrote to Mr Curry on 13 January, inviting his comments on the Department’s advice.⁵⁹ Mr Curry replied on 27 January.⁶⁰ He said that the Director of Strategic Projects, in his letter to me of 5 January,⁶¹ had argued that both the existence of circumstances which made a second home uninhabitable and the serious illness of a close relative would be regarded by the Department of Resources as extenuating circumstances which justified the continuation of claims even if the property was not, or rarely, being used. Mr Curry noted that there was no mention of a need for prior discussion of these circumstances with the Department, but when it came to personal circumstances the Director had suggested that it might have been appropriate for him to have discussed these with the Department of Resources. Mr Curry noted that, in the Director’s second letter of 12 January,⁶² the Director had suggested that he should have sought prior advice from the Department of Resources concerning his pattern of use of the cottage. He commented, *“I believe it is reasonable to assume that the initial letter gives a more accurate indication of the Department’s probable response had I raised these issues with them.”*

52. Mr Curry said that he was *“grateful”* that the Director had *“confirmed that my Essex property has always been my main home”*. He was also grateful that the Director had *“made clear that I never made any claim relating to my stays at my father’s house during the final stages of his illness.”* He commented that the Director *“affirms that the Department would have regarded my father’s illness as an extenuating circumstance relating to my use of the*

⁵⁸ WE 12

⁵⁹ WE 13

⁶⁰ WE 14

⁶¹ WE 9

⁶² WE 12

cottage. He also acknowledges that there was a period when the cottage was unfit for habitation because of the work (under insurance) to replace a failed damp-proof course.” Mr Curry said that he had alerted the Department in advance both to the fact that it was necessary to have some extensive work done in the cottage and that he intended to employ a consultant to manage the work. Mr Curry commented, “*In reaching your conclusions I believe it is reasonable to ask that you take into account my behaviour exemplified over the whole period of my ownership of the cottage.*” He continued, “*The truth is that it never crossed my mind for a moment that there was an issue I should raise with the Department of Resources. I had lived in the cottage since 1987 (with the ‘London exception’) during which time my claims had been consistently modest and no dispute had ever arisen over them. No enhancements were carried out to the cottage and no programme of modernisation: the equipment, furnishing and fittings remain largely as they were in 1987. I even paid off part of the mortgage in advance which had the effect not only of reducing the monthly repayment of capital but also my claims in relation to mortgage interest.*” Mr Curry added that in the current⁶³ financial year, he had funded work which would have been eligible for reimbursement out of his own resources “*because I did not believe I could justify such claims within a year of my retirement*”.

53. Mr Curry said that the table of allowance payments which the Department had sent me⁶⁴ “*bears out the consistently low level of the claims made in respect of the cottage. The total from July 2005 (when I re-designated the cottage as my second home) to the present amounts to £39,871.14 removing the claims relating to the London flat. If we exclude food (not relevant to issue of the costs of maintaining the cottage) the total is £35,987.67. Had my claims reached the maximum allowable level this figure would have been at least double. An analysis of my claims between 1987 and 2004 would show the same pattern.*” Mr Curry said that, “*from July 2005, as in the period from 1987 to 2004, the cottage has been used necessarily, wholly and exclusively to support my constituency duties*”. He continued, “*I cannot emphasise enough the demands of a 700 square mile rural constituency straddling the Pennines ... I could not carry out my functions without a constituency base and the cottage was in constant use as I have explained in earlier correspondence.*”

54. Mr Curry said that it would have taken “*a simple change of routine*” to stay overnight in the cottage after an evening engagement and leave very early the next morning for home rather than travel late at night. He commented, “*Had I realised I was in danger of infringing the rules this is what I would have done. I believe, however, that my decision to get home whenever possible after years of trying to manage a triangular life between London, Yorkshire and my family home [in Essex] will be understood.*”

55. Mr Curry concluded: “*I apologise without reserve if, because of my personal circumstances which I have explained frankly to you, I have transgressed the letter of the rules. I believe my actions have, throughout, been in keeping with their spirit. That is why I ask that your conclusions draw upon the whole period of my membership of this House.*”

⁶³ 2009-10

⁶⁴ Not included in the written evidence. For a slightly revised summary of Mr Curry's claims, see WE 10

56. Having reviewed all the evidence, I arranged to meet Mr Curry for interview. I informed him in advance of the interview on 24 February that there was an additional issue which his evidence had raised in relation to the designation of his Westminster flat as his second home from April 2004 to June 2005. I said that the issue was whether he was acting within the rules in identifying that flat as his second home when it appeared that he spent the majority, at least, of his nights there and that he might have spent very few nights, if any, in his Essex property or in his constituency cottage.

57. At interview on 24 February, Mr Curry confirmed that since his election in 1987 he had always designated his Essex property as his main home.⁶⁵ He had bought his Yorkshire cottage on a mortgage when he was elected in 1987. The mortgage had been for £50,000 and he had reduced it by £15,000 a few years later. He commented, *“That would have been silly if I were out to maximise my expenses.”* Mr Curry also confirmed that he had paid off the mortgage in 2007 and claims had thereupon immediately ceased. He had claimed for the constituency home as his second home since being elected in 1987, with the exception of a 15-month period from 1 April 2004 to June 2005, when he had designated a rented flat in London as his second home. He had done so because it reduced the financial burden in a period when he could not stay in his main home or his wife’s London house. Mr Curry commented: *“I couldn’t pay the £1,300 a month rent for the flat as well as all the other costs I was carrying.”* Mr Curry told me that, from July 2005 when he had re-designated his cottage as his second home and resumed claiming against it, he and his wife had decided that he would commute from Essex on a daily basis.

58. Mr Curry confirmed that, discounting the twenty nights he had spent during the General Election campaign in 2005–06, he estimated that he had spent a total of six nights in his constituency cottage from 2005–06 to 2008–09. Two of these nights were in 2006–07, two in 2007–08 and two in 2008–09. He said: *“I estimated this deliberately on the low side. I can’t be precise: my diaries show engagements, not where I was going to stay. I stayed very little at the cottage but it was used intensively.”* In commenting on the interview note, Mr Curry subsequently added, *“It was just that I didn’t spend six hours in bed there—on Friday nights.”*

59. Mr Curry confirmed that from 30 November 2007 to 27 June 2008 the cottage had been uninhabitable, and that from sometime in 2006 to June 2008 he had spent some nights with his terminally-ill father in Leeds. He commented, *“I always did constituency business as well when I came up. Sometimes if my father was well enough I could put him in the car and take him with me, until he became too ill.”* He had also stayed in hotels in his constituency at his own expense on a few occasions *“if I had late night or early morning responsibilities in the constituency, and I wanted to avoid a drive of around two hours in unpleasant conditions.”*

60. Mr Curry also confirmed that, apart from the period for the damp proofing, he had visited the cottage during the day to change, eat, rest and carry out parliamentary work for his constituency. He commented, *“We tried to group my engagements on one or other side of the Pennines ... If the engagements were around Skipton I would drive directly to and*

⁶⁵ WE 39

from there. If they were around Ripon I would always take in the cottage. I kept a large number of files there; I used it to freshen up.” He also said that, when he had bought the cottage “the constituency was bigger than it is now.”

61. Mr Curry agreed that, from January 2005 to November 2009 he had claimed a total of £49,507 against his ACA,⁶⁶ and that for most of these years he had claimed between £9,000 and £12,000 a year. He commented, “ You could add another £50,000 if I had set out to maximise my claims. I have a record of very low claims from the start. £12,000 included work to make good the cottage after the damp proofing. Since then I have had a lot of work done to the cottage which I have not claimed.” Mr Curry also said that “I make only two substantial claims: for council tax, for which I claim the single person discount, and for liquid petroleum gas, which is used for heating and cooking. I have stopped claiming for food.”

62. Mr Curry confirmed that after he had separated from his wife in January 2004, he had rented a flat in Westminster from April 2004 to June 2005. He was “sure” that he had spent some nights in his Essex property before then—from January to April 2004. He commented, “It was necessary to sort out various logistical things. I still paid bills for that home.” As to whether he had spent any nights in the property between April 2004 and June 2005, Mr Curry commented, “To all intents and purposes we were reconciled in April 2005, and I was back in my Essex home, but it took me a little time to find someone to take over the London flat.” Mr Curry said that from April 2004 to April 2005 he “must have spent a handful of nights there, but very few”. Mr Curry commented, “I may have done a bit of gardening, or taken the dogs out. I often called to see my wife and spent the day with her. I was there quite a lot. I certainly slept there sometimes between April 2004 and April 2005 but I can’t remember how often; it would be pure guesswork. It was my main family home...” Mr Curry said that, from April to June 2005, “I would spend one or two nights a week in my London flat; one or two in the cottage, depending on engagements, and the rest in my Essex home ... I resumed living at home from that point [April 2005] but I still used the flat particularly when there was an overnight session at the House—I remember there were quite a lot at that period. But I stayed in the cottage otherwise.”

63. Mr Curry said that in the period from April 2004 to April 2005 he had spent “more than two nights a week” in his constituency cottage. He commented, “I would probably go up on Thursday evening or Friday morning and come back Sunday morning. I would spend the day in Essex on Sunday.”

64. In commenting on his oral evidence, Mr Curry subsequently stated: “I would normally spend Sunday nights at the home of one of my children... Over the parliamentary year as a whole I spent more time at the cottage than anywhere else... In this period [January 2004 to April 2005] recesses were spent predominantly at the cottage.” In oral evidence, Mr Curry said that, in the period after April 2005 [to June 2005], he “would stay two or three nights in Essex. So it was roughly one third, one third and one third.” As to discussions with the House authorities, Mr Curry said, “When I wanted to change my designation I rang the helpline number and was told just to put my new address on the back of the form. That would have been March/April 2004.” He doubted whether he had discussed his reasons,

⁶⁶ See WE 10 for a slightly revised summary of Mr Curry’s claims.

and said, *“I was told that I had the right to designate whichever property I wanted. No claim was ever made for my previous London base.”*

65. Mr Curry said he had continued to designate his family home as his main home because *“It was my family residence, my family home, where my wife lives, where my children were brought up. It would have been cheating to de-designate it.”* Mr Curry subsequently added that *“it never crossed my mind that any home other than my family home could ever be my main home”*. As to whether this met the Green Book definition of a main home for allowance purposes, Mr Curry commented, *“That is an intellectual definition. My family home is my main home. It never occurred to me that it could be otherwise.”*

66. Mr Curry said that the Green Book definition of a main home as one where more nights were normally spent than any other was *“a simplistic rule. It never occurred to me that my main home was anywhere other than Essex. No power on earth could make me regard the Westminster flat as my main home. We are discussing a legal definition, but I prefer the definition of the man on the Clapham omnibus. It never crossed my mind that my Essex home could cease to be my main home.”*

67. Mr Curry said he had not been aware of the rules at the time he moved into the flat, and commented, *“If I had been aware [of the rules] I would have set about trying to persuade people that they didn’t make sense.”* He subsequently added that they were *“an open invitation to abuse”*. He continued, *“In Essex I have a house with six acres of land; a fabulous garden... The children went to school from there ... and they come back there frequently. My seven grandchildren are often there. And you are saying it is not my main home?”* He subsequently added, *“How can your main home not be the home where your life is centred?”* Mr Curry’s view of the argument that he had had the option to say that for allowances purposes the Westminster flat was then his main home was, *“If anyone saw that they would draw the inference that I was doing that so I could claim more expenses rather than less. I was not aware of this argument at the time.”*

68. Moving on to his constituency cottage, Mr Curry said that he had chosen this cottage *“because it was fifteen minutes from Ripon, which was one of the two main centres of the constituency at a time when the constituency extended beyond Boroughbridge, about an hour from Skipton ... and with easy access to the A1 given that I would be using the car for almost all journeys to the constituency. On top of that it is relatively close to Harrogate which is the seat of the district council which covers the eastern side of the constituency and convenient for travel to Northallerton which is the county seat.”*

69. Mr Curry said that in the years before January 2004, when Parliament was in session, he *“would spend Thursday night in Essex, and set off for the constituency at 5 or 6am on a Friday ... I would stay overnight on Friday and perhaps do another surgery or visits on Saturday. I would try to be home for 5pm or a bit earlier...”* He spent longer in the constituency cottage in the recess. He summed up the overall pattern of his overnight stays at his constituency cottage before January 2004 as *“During the parliamentary session it was*

about three nights a fortnight. It was about three days a week in the long summer recess⁶⁷ and three to four nights at the Christmas or Easter recesses."

70. Mr Curry said he had decided against continuing to meet the costs of his constituency cottage himself once he had given up his Westminster flat in June 2005 because *"The costs were not all that low. The mortgage was still relevant then."* He *"was running quite a deficit, a significant overdraft. I was meeting all the normal costs of our Essex home and the costs of the cottage in Yorkshire. It was a big whack out of my parliamentary salary."*

71. Mr Curry said that *"at the moment"* he used the cottage *"extensively ... I go up on Thursday nights ... and I have a heavy day there on Friday. If I can get back on Friday night I will do so."* He said he had started staying overnight frequently again in the 2009–10 financial year. He commented, *"I went back to the pre-2004 pattern at the beginning of the financial year because my personal circumstances had been restored. I had come to the decision I was going to retire, but I was keeping my options open. In my part of the world people expect more of their MP than they do in the Home Counties. You are a bigger player. There would have been a psychological impact if I had sold the cottage ... The cottage was a bolthole, a refuge, essential for my sanity. After November I was there much more, including overnight stays."* He added that from November 2009 *"following the Telegraph article, my wife and I needed space"*. He continued, *"I based myself in the constituency and stayed fewer nights in Essex while everyone came to terms with the fall-out [from the Telegraph article]. But I was at home over Christmas. For the following two months I had a series of family matters which I dealt with in Essex. I am back there now."*

72. As to the use that he had made of his constituency cottage other than to stay overnight after he had once again designated it as his second home in July 2005, Mr Curry commented, *"It is a huge constituency, two hours drive across. It is not just big, it crosses the Pennine chain ... I do surgeries in different locations, and I use the cottage as a bolthole. I keep clothes there, I keep food in the fridge, I have a meal there whenever I can, I keep my files there. I use the phone to deal with surgery cases and do other work. Very occasionally I would interview constituents there. Then instead of going back to the cottage after an engagement I would get into my car and drive down to Essex. The difference is I don't spend six hours in bed in the cottage."* Mr Curry confirmed that the cottage was helpful when he was in the Ripon side of his constituency. He continued, *"I would go up and down to Skipton direct. Sometimes I would divert, but quite often I would go up and do an hour's drive across the Pennines and then drive down to Essex again."*

73. Mr Curry could not say how often in an average month he was in the property in support of his parliamentary duties as distinct from other purposes, such as checking up on his builders or cleaners. He commented, *"I can't really make a distinction. If it wasn't for my parliamentary duties I wouldn't be there at all. Three times a month, comfortably."* He had kept his files there until the damp proof work started, when *"everything came away"*. He continued, *"The cottage is substantially the same as when we bought it in 1987. The gas stove is the same. We have had a new boiler, a new microwave and a new fridge when the old ones collapsed. But I never set out to use it as a moneymaker."*

⁶⁷ Mr Curry subsequently added, *"outside the main holiday period"*.

74. Mr Curry confirmed that he had visited the cottage less frequently during his father's illness. He commented, *"It was more peremptory. I would still look in and make sure everything was okay, as things can seize up if you don't check on them. My priority was to spend as much time with my father as I possibly could."* His father's illness and the repairs on his cottage had overlapped. He added, *"Had there not been the damp proof work I would still have wanted to spend time with him."* Mr Curry said that in 2007 he had spent *"quite a lot of time with my father ... Then the following year the cottage was still uninhabitable. My brother and I rotated staying there a couple of nights each week."*

75. Mr Curry confirmed that before August 2007 he had not spent many nights with his father, but after that he had done so, and from March 2008 had spent about three nights a week with him. He added, *"I was doing constituency work at the same time."* He also confirmed that he could make no use at all of the cottage from 30 November 2007 to the end of June 2008 because of the extensive damp proof work. But Mr Curry did not accept that from April 2006 to June 2008 he had made very little use of his cottage at all—day or night. He commented, *"I used it at the time of my father's party in September 2007."* His father *"lived in a little detached house in Leeds. I couldn't use it for constituency work."* In September 2007 Mr Curry said he *"was in and out. During the recess I would spend more time there. The only time I was not using the cottage was because of the damp proofing, when it was, quite simply, unusable."*

76. Mr Curry found the statement by the Department of Resources that if he had not intended to use his cottage for overnight stays, he should not have claimed on the ACA *"slightly curious. The Department's first reply⁶⁸ mentions extenuating circumstances—the damp proof course and my father's illness—but when you prompted a more detailed reply⁶⁹ they said I should have consulted the Fees Office. It never occurred to me for one second to do so. I was using the cottage wholly, exclusively and necessarily for parliamentary purposes; purely for my constituency functions. I never had any dispute with the Fees Office. I supplied any information I was asked for. They never asked for more ... I was totally within the rules—within the spirit of them by kilometres."* As to the Department's statement that the intention behind ACA and PAAE had been to reimburse Members for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main residence, for the purpose of performing parliamentary duties, Mr Curry said, *"If those are the rules it never occurred to me I was doing anything that was not foursquare within them. I had not changed my designation, upgraded or moved upmarket."*

77. Mr Curry commented, *"If you look at past cases, if Members have observed the letter of the rules, as against observing their spirit, they are okay; if there is a small infringement of the letter of the rules, they can be sent to the guillotine."* He saw his own case as a small infringement, commenting, *"My use of the cottage was exclusively concerned with the management of a demanding, difficult and large constituency two hundred miles plus from London."* As to whether, if he had not had the damp proof problems and the commitment to his father, he would have used the property more for overnight stays, Mr Curry said, *"I think I would have done. By then things were a little bit more relaxed. I am getting older, and*

⁶⁸ WE 9

⁶⁹ WE 12

my family were concerned about the amount of driving I do in a day—often between 400 and 500 miles ... I needed to take the pressure off.” As to why he would have stayed more, since it was his stated intention to minimise his overnight stays in the cottage, Mr Curry said, *“that was true in 2005, but by now personal issues were being resolved. My children were concerned about me, about the wear and tear on me caused by so much driving. There would be no problem if I stayed now and again.”*

78. Noting that in 2008–09, after the cottage was habitable again, according to his evidence Mr Curry had stayed there for two nights for the rest of the year, Mr Curry said his schedule allowed him *“to get back home more easily”*. He commented, *“There were some circumstances in which I couldn’t get back. But I had worked out a modus vivendi and made it work.”* Mr Curry then added, *“Let me rephrase. I don’t know. Had the cottage been available there may have been occasions when I decided to stay.”* As to whether Mr Curry had been eligible under the rules to claim ACA for his cottage, he said, *“The rules don’t specify a minimum number of nights that a Member must spend in their second home. It never crossed my mind that there was a problem.”* He said that it *“never occurred”* to him to have a word with the Department of Resources. He commented, *“My arrangements were open and above board. It never crossed my mind to refer anything to the Department. I had never, ever, had a dispute with the Department.”*

79. On value for money for his ACA claims, Mr Curry said that he *“gave damn good value for money. My use of the cottage was not modest but quite intensive. I was a very good constituency MP—an outstandingly good constituency Member. Life can be hugely hard for my constituents. I can sort things out for them in a way no-one else can. It is my native heath. I can do things quickly, by e-mail or in a phone call, because I know my way around. They all know I come from there and have a home in the constituency.”* He continued, *“If I had represented, say, Harrogate I could have managed day trips there. That constituency is small enough to walk across and there is a station. But it is only recently that a direct train to Skipton has started, and it is not a frequent service.”*

80. To the suggestion that, given his average annual claim of £10,400 a year between 2005–06 and 2008–09, it might have been better value for money to have stayed overnight in a hotel, Mr Curry commented, *“I couldn’t store things there like clothes and files, or sit down and deal with constituency cases there. I used it to be by myself, occasionally to sleep in the middle of the day. I would close the door behind me, light a fire and dictate surgery notes, check the mail, update my filing system for parliamentary documents—they are all filed in Yorkshire. And I would have a little while of relaxation by myself. You can’t do that in a hotel.”* As to whether, if he had had an office in his constituency, he could have claimed on his IEP, Mr Curry said that he *“already had the cottage. It never occurred to me to do anything otherwise than I had always done and when things changed to notify the Fees Office immediately.”* He continued, *“You can see value for money from my pattern of claims. I put in mortice locks to reduce the insurance. I don’t claim for spouse travel. I use my senior citizen rail card. Sometimes I would use my car for a late night commute to my Essex home from Westminster, but I never claimed for this.”*

81. Mr Curry said in relation to his mileage claims that he *“would drive into London on a Monday and out on a Thursday, and then to Yorkshire. My claims were all for round trips from London to Yorkshire.”* He said there was no element of double claiming in the sense

that he was claiming both for an overnight residence in his constituency and for commuting costs from Essex. He commented, *“I would go up on a Friday and come back on the Friday rather than spending the night there and coming back on the Saturday. If you mean did I spend the night in Essex rather than in the cottage and return to the constituency next day, I did not. There was only one return journey each weekend.”*

82. At the end of the interview, I summarised the allegations regarding the claims for his London flat from April 2004 to April 2005 and in respect of his constituency cottage from 2005 to 2009. Mr Curry commented: *“On the first [his claims for his London flat], it never crossed my mind that my Essex home was not my main home. My family, everyone, my wife, my greenhouse, my dogs are based there. If I had altered that designation people would have said ‘What in God’s name are you doing?’ It would be against common sense. On the second point [his claims for his constituency cottage], given the size, demands and sociology of my constituency, I represented extremely good value for money.”* He added a final point: *“This needs to be put in the context of my 23 years as an MP. Even the Daily Telegraph had to admit that I was an MP who had ‘got it’ on expenses. I have never sought to enhance the value of my cottage. My claims have been exceedingly modest and there were significant amounts I had not claimed.”*

83. Mr Curry wrote to me again on 1 March, following up on whether the flat in Westminster which he had designated as his second home from April 2004 to June 2005 should have been defined as his main home.⁷⁰ He said that he had been thinking about where he had spent his time during that period, and commented, *“During those fifteen months I spent a great deal more time in the cottage than I did in the London flat. When Parliament was in session I would normally spend Monday, Tuesday and Wednesday nights in London travelling to Yorkshire on the Thursday evening. I also spent the bulk of recesses in Yorkshire. I spent no time during recesses at the flat. On this basis the London flat was properly designated as my second home.”*

84. I replied on 2 March.⁷¹ I said that in his oral evidence Mr Curry had said that he returned to Essex on Sundays, but I was not sure whether he then returned to his London flat for the night. Mr Curry replied on 3 March.⁷² He said that, during this period, *“when Parliament was sitting I would normally spend Sunday nights at the home of one of my children perhaps spending some time at [my Essex home] during the day. As I made clear in my letter of 1 March, over the Parliamentary year as a whole I spent more time at the cottage than anywhere else.”*

85. I now turn to the second allegation, which relates to Mr Curry’s chairmanship of Dairy UK.

⁷⁰ WE 41

⁷¹ WE 42

⁷² WE 43

Mr Curry's work as Chairman of Dairy UK

86. In my letter of 24 November,⁷³ I asked Mr Curry about his work as Chairman of Dairy UK. I asked in particular for the dates of his employment, the reasons he had taken the job, a description of the nature of the work, and details of the remuneration he had received. I also asked him what consideration he had given to the registration of this employment in the Register of Members' Interests, including providing the Registrar with an agreement for the provision of services, what discussions he had had with the Registrar about this, and what was the outcome. I asked what support he had been given by anyone employed by him, or anyone else, in fulfilling his duties as Chairman of Dairy UK, whether he was given any support in this role by his parliamentary staff and, if so, what the nature of that support was, how much time on average each member of staff worked supporting him in his capacity as Chairman of Dairy UK, and how much of that time, if any, had been funded from parliamentary resources. I also asked Mr Curry if he could identify anyone who could provide information about any staff support he had had for this work, including members of his staff who worked in any of his offices at the time. Finally, I asked Mr Curry what discussions he had had at any time with the House authorities during the period of his chairmanship of Dairy UK about any aspect of his arrangements.

87. Mr Curry replied on 26 November.⁷⁴ He said that he had been approached to apply for the job of chairman of Dairy UK by Sir Don Curry (no relation) who had chaired a Government inquiry into the food and farming industry. Sir Don had recommended that the dairy processing industry should set up a single UK-wide body to represent its interests and be the interlocutor of Government, the European institutions, and bodies like the Food Standards Agency and the Environment Agency.⁷⁵ Mr Curry said that Sir Don had "*wanted a chairman who understood not only the farming side of the industry but who was familiar with the politics of food and knew his way round government in the broadest sense.*" Mr Curry said that he had been Chairman of the European Parliament Agriculture Committee, Minister for Farming and Fisheries during the negotiation of the first major Common Agricultural Policy reform process, chairman of the House's Agriculture Committee and had "*a huge agricultural constituency*". He commented, "*My past experience of the industry was the key reason for my appointment and I made absolutely clear when my appointment was being discussed that I intended to follow scrupulously the House rules on advocacy*".

88. Mr Curry said that he had taken the job "*because it seemed a very exciting challenge, particularly in the light of the 'new agendas' for the industry—health and lifestyle, environment (the dairy industry is a major source of greenhouse gases), and changing consumer demand for more sophisticated products. In addition it was directly relevant to my constituency work at a time when dairy farmers were going through an exceptionally difficult period.*" He said that his role was "*to chair the two-monthly meetings of the Board ... make representations to government, and participate in public events like conferences and the*

⁷³ WE 4

⁷⁴ WE 5

⁷⁵ In his comments of 15 March Mr Curry added that "*The Dairy UK board included representatives of the distribution trade and directly elected farmer representatives.*"

annual Dairy Event as well as to review the work of the Director General.” Mr Curry said that he also represented Dairy UK in the meetings of the Dairy Forum: “a group chaired by the Agriculture Minister bringing together all elements of the dairy industry to discuss matters of common interest.”

89. Mr Curry said that his chairmanship of Dairy UK took effect in August 2005 at a salary of £35,000 a year. He confirmed in a subsequent e-mail⁷⁶ that he had remained in office until 10 September 2008. His salary had increased to £36,400 in August 2006 and to £38,220 in August 2007. He was also paid £20,000 in compensation when the appointment was abruptly terminated *“following a decision by the Board to have an industry as opposed to an external chairman.”*

90. Mr Curry said that he had registered his role with the House authorities, and enclosed some relevant correspondence.⁷⁷ It included a reference to an appointment letter of 14 April 2005. Mr Curry commented, *“The most relevant document is my letter to [the Registrar of Members’ Interests] dated December 13, 2005⁷⁸ and her response the following day,⁷⁹ which states: ‘I fully understand that you wish to make the position clear in relation to your chairmanship of Dairy UK, and I think that the third paragraph of your letter does that.’ Following a further exchange [the Registrar of Members’ Interests] did not pursue the matter of securing a certificate of compliance from Dairy UK.”* Mr Curry said that he had not remembered this correspondence until it was brought to his attention, and commented, *“I now recall that my feeling was that any MP who accepted an appointment and then had to produce a letter saying he would not be asked to break the rules would have been very negligent indeed: the obvious course of action was to make it clear, as I did, that all my actions would be governed by the rules of the House and that if this was not understood it would preclude my appointment.”* Mr Curry commented that the Registrar *“accepted that the rules would benefit from clarification”*.

91. Mr Curry said that the support for his role as chairman of Dairy UK had come from its staff, notably its Director General and his secretary and, during his activities in the regions, notably Northern Ireland, from its regional directors. He said that its offices in Baker St *“housed the entire staff of the organisation with the exception of people in the regions and the Board meetings took place there. In preparation for Board meetings and to discuss the annual salary round I would either go to Baker St or [the Director General] would come to my office here if my Westminster commitments constrained my time. These meetings required no servicing from my staff.”*

92. Mr Curry said that his Westminster staff were involved in three areas: *“diary co-ordination with Dairy UK; the printing on Dairy UK notepaper of a few letters which were e-mailed from Dairy UK and the even more occasional transcription of a letter I dictated; the initial bookings for (but not organisation of) two Dairy UK events which took place in the Commons to which invitations were sent to all MPs, ministers and peers involved in the*

⁷⁶ Not included in the written evidence

⁷⁷ This correspondence is described beginning at paragraph 108 below.

⁷⁸ WE 33

⁷⁹ WE 34

agricultural industry.” Mr Curry attached “a complete read-out of e-mail traffic between Dairy UK and my secretary”.⁸⁰ He commented, “You will note that the overwhelming majority of exchanges related to diary arrangements; others were for information only and received no reply. They would also have been copied to my private e-mail address.”

93. I noted that there were some 112 e-mails between November 2005 and August 2008, mostly dealing with diary points involving personal exchanges between the parliamentary and Dairy UK staff. Some seven e-mails were identified in the covering schedule as “confidential” and were not included in the bundle.

94. Mr Curry said that the only contact he had had with the House authorities about his role with Dairy UK was contained in the exchanges with the Registrar of Members’ interests. He added that he had notified her of changes in salary as they occurred in order to keep the Register up to date.

95. I wrote again to Mr Curry on 3 December.⁸¹ I asked Mr Curry why he considered that his letter of 13 December 2005 to the Registrar of Members’ Interests,⁸² together with his appointment letter of 14 April 2005, a copy of which I invited him to send me, met the terms of paragraph 49 of the Guide to the Rules.⁸³ I asked him to confirm whether he had received a copy of the skeleton agreement for the provision of services which my office sent to Members who appeared to be providing registrable services in their capacity as a Member of Parliament.⁸⁴ I also asked Mr Curry for his estimate of the time each member of his staff spent in each of the three areas identified in his letter, and to confirm that such time as his staff had spent on this work had not been remunerated separately from their parliamentary salaries. Finally, I asked him for an indication of whether his staff had been in any way involved in following up the content of e-mails which were not specified in his list.

96. Mr Curry replied on 8 December.⁸⁵ He enclosed a copy of his letter of appointment as Chairman of Dairy UK.⁸⁶ He attached the e-mails to which I had referred,⁸⁷ and commented that he thought that I would find them “self-explanatory”. There were seven e-mails relating to personal exchanges between the two offices. As to the skeleton agreement, Mr Curry said that he had “no recollection of receiving the copy of the agreement. Indeed, I did not know that the rule had become so formalised. I hope you will agree that there is nothing in the letter of appointment which suggests that my activities risked breaching the advocacy rules.” He said that the charge was “that I declined to produce a document declaring that I would not do what I had made clear in terms that I had no intention whatsoever of doing in any case.” He said that, had the position in Dairy UK been that of parliamentary adviser or consultant, reporting to the Director General and taking

⁸⁰ Not included in the written evidence

⁸¹ WE 15

⁸² WE 33

⁸³ See paragraph 23 and 24 above

⁸⁴ WE 30

⁸⁵ WE 16

⁸⁶ WE 17

⁸⁷ Not included in the written evidence.

instruction from him, *“it would have been entirely proper to set out the rules of the game. But I was taking the position of Chairman, with the Director General reporting to me, and I was in a position to determine the rules of the game.”*

97. Mr Curry said he had *“made absolutely clear”* to Sir Don Curry when Sir Don had approached him to apply for the job that *“I would only consider the chairmanship if it were understood from the very beginning that I would operate under the rules of the House. When I was appointed it was on those terms, understood very clearly by ... the Director General of Dairy UK, and by the members of the Board.”* He continued, *“I do not believe anyone could, reviewing the period of my chairmanship, accuse me of not having observed that rule absolutely.”* He said he had *“set this out in my correspondence with [the Registrar of Members’ Interests] and she let the matter rest. I therefore assumed that she was satisfied with my assurances. Had she returned to the issue, then or subsequently, and insisted that the formality of a signed document had to be observed, however superfluous I felt it to be, I would have complied.”*

98. As to staff work in his office, Mr Curry said that diary co-ordination had been handled by his head of office. He said that this co-ordination could only be done by his office given the overwhelming proportion of his time committed to parliamentary and constituency activities. Mr Curry noted that his head of office had been on leave from Easter to the end of Whitsuntide 2007. Other work, including the printing out of *“very few”* letters prepared in Dairy UK’s headquarters and e-mailed to the office, and preparing the *“exceptionally few”* letters dictated by Mr Curry fell to another staff member.⁸⁸ He estimated that the work done by each of the two members of staff was less than one hour per month.⁸⁹ They had received no supplementary remuneration. Mr Curry commented, *“I am sure that Dairy UK will confirm that support for my chairmanship was provided out of Baker Street, with the very minor exceptions referred to above and detailed in my letter to you of November 26 covering the entire three year period of my chairmanship. In parliamentary recesses, when some of the major commitments fell, contact came directly to my home.”*

99. I noted that Mr Curry’s letter of appointment as Chairman of Dairy UK⁹⁰ had said that his key responsibilities as Chairman would be to lead the organisation and to chair meetings of the Dairy UK Board, of which, at the time, there were eight per year. The letter continued, *“You will also be required to be involved in representational work on behalf of Dairy UK.”* Sir Donald also said that he was attaching *“a full list of the Key Responsibilities and Performance Measures which we have established for the Chairman. The position will be approved and appraised by the Dairy UK Board on an annual basis.”* I wrote to Mr Curry on 10 December, asking for a copy of this attachment.⁹¹

100. Having reviewed the evidence so far provided by Mr Curry, I decided I needed evidence from his parliamentary staff. On 10 December I therefore wrote to the head of Mr

⁸⁸ In his comments of 15 March Mr Curry added that the number of letters dictated was *“three or four”*. (See WE 39 and paragraph 132.)

⁸⁹ Mr Curry subsequently revised this in oral evidence to one hour per month altogether (see WE 39)

⁹⁰ WE 17

⁹¹ WE 18

Curry's office.⁹² I also wrote in similar terms to the second member of staff in Mr Curry's office who he had said had been involved in his work for Dairy UK.⁹³ I summarised what Mr Curry had told me about the nature and extent of the staff support he had received in his role as Chairman of Dairy UK both from its permanent staff, who he said had provided the bulk of the support, and from his parliamentary staff, principally in respect of diary coordination. I asked for any comments each of them might wish to make on Mr Curry's description of the work undertaken in respect of Dairy UK, and on his estimate of the time spent on it. I also asked if they had any documentation or other evidence to demonstrate the work they had done in respect of Mr Curry's chairmanship of Dairy UK.

101. The second staff member replied to me on 15 December.⁹⁴ She confirmed that she had "*a perfectly friendly working relationship*" with employees of Dairy UK. She concurred with Mr Curry's account that she had been "*involved in three areas: diary co-ordination with Dairy UK (during [the head of the office]'s absence), the printing on Dairy UK notepaper of a few letters and e-mails from Dairy UK, and the occasional transcription of a letter that Mr Curry dictated.*" She had "*kept copies of letters and e-mail exchanges relating to Dairy UK and have provided Mr Curry with copies which I understand he included in his original submission.*" She continued:

"Please note that this is the entire 'output' for the three years of Mr Curry's Chairmanship. Mr Curry's estimate of work done by me as being less than one hour per month is accurate.

Mr Curry made it clear that his work as Member of Parliament had to take priority at all times and at no time did I feel that I was being asked to carry out work which was at odds with my position or made more than a minimal demand on my time. Therefore, at no point did I feel that I should be separately remunerated."

102. The head of Mr Curry's office replied to me on 19 January.⁹⁵ She said that the work in which she was directly involved in relation to Dairy UK during the period of Mr Curry's chairmanship fell into three categories. The first was noting regular Dairy UK meetings in Mr Curry's schedule. The second was arranging other meetings with outside agencies and retailers. She commented that "*on one or possibly two occasions*" she may have arranged a meeting with a Minister. She said that "*the agencies or retailers concerned would usually initiate an approach; on a limited number of occasions I made the initial approach on David Curry's behalf. Related travel arrangements and travel bookings, for example, were dealt with by Dairy UK.*" The third related to three Dairy UK receptions, in respect of which "*I acted as a conduit between the House of Commons Banqueting Department and Dairy UK's Company Secretary. I was not involved in detailed arrangements such as the drawing up of guest lists nor the issuing of invitations. The detailed aspects of these arrangements were dealt with by Dairy UK.*" Mr Curry's head of office said that she had liaised directly with Dairy UK's Director General on these matters and more occasionally with the Company

⁹² WE 19

⁹³ WE 20

⁹⁴ WE 21

⁹⁵ WE 22

Secretary and with the Office Manager. She said that she had not kept an account of the time spent on this work: *“it was not particularly onerous, and was undertaken in a spirit of co-operation within the office.”* She said that she had received no supplementary remuneration, and *“was not alerted to the fact that requirements relating to the Register of Members’ Interests had not been fulfilled.”* She said that a document recording Mr Curry’s schedule from April 2001 to date was held on her office computer.

103. On 21 January I wrote to Mr Curry, attaching a copy of the responses I had received from his staff and inviting his comments.⁹⁶ I also asked him for the document recording his schedule which the head of his office had referred to in her response, which showed the diary commitments he had in relation to Dairy UK for the years 2005 to 2008.

104. Mr Curry replied to me on 27 January.⁹⁷ He said that the head of his office to whom I had written had now left his employment. Mr Curry said that the letter from the other staff member *“substantiates entirely my own account of my duties as chairman of Dairy UK and the implications for my office here. [The former head of office]’s letter is also entirely consistent with that account. I am currently taking steps to obtain access to the documents [the former head of office] has left on her computer and will forward the diary to you as soon as it is available.”*

105. Mr Curry said that he could not trace the attachment referred to in his appointment letter on April 2005 and believed that the job description which purported to be in the attachment had, in fact, been subsumed into the text of the letter itself. He had asked Dairy UK to see if they had any record of the attachment and they had also drawn a blank. He concluded, therefore, that his original assumption that the main letter contained all the relevant information was correct.

106. I wrote to the Director General of Dairy UK on 21 January.⁹⁸ I summarised what Mr Curry had told me about his role as chairman of Dairy UK, his remuneration, and the extent to which he had been supported in this role by the staff of Dairy UK and the staff of his parliamentary office respectively. I also summarised what Mr Curry’s staff had told me about the nature and extent of the support they had given to Mr Curry in this role. I asked the Director General if he agreed with Mr Curry’s account of his duties as Chairman and his remuneration. I also sought his views on Mr Curry’s description of the work which his staff had undertaken in respect of Dairy UK and the additional material they had supplied. In particular, I asked the Director General about the description of the nature and extent of the work which Mr Curry’s staff undertook and the responsibilities which Mr Curry’s staff said fell to Dairy UK; and whether the Director General considered on the basis of his contacts with Mr Curry’s parliamentary office that the time estimate which Mr Curry had made of the time his staff spent on these matters was accurate.

107. I also asked the Director General whether the agreement for the provision of services between Dairy UK and Mr Curry had reflected the requirements of the rules of the House

⁹⁶ WE 23

⁹⁷ WE 24

⁹⁸ WE 25

and related administrative procedures. I noted that the copy I had seen of Sir Donald Curry's letter of 14 April 2005⁹⁹ lacked the attachment which set out the Chairman's key responsibilities and performance measures, and that Mr Curry suspected that the intended attachment had been subsumed in the letter itself. Finally, I asked whether the Director General had been aware from what Mr Curry had told him that, in his role as Chairman, Mr Curry would be bound by the rules of the House of Commons and that these rules included a prohibition on advocacy.

108. The Director General replied on 5 February.¹⁰⁰ He fully concurred with Mr Curry's account of his duties as Chairman of Dairy UK and with the details of his remuneration. He confirmed Mr Curry's description of the work which his staff had undertaken in respect of Dairy UK, and the additional material from Mr Curry's staff. He commented, "*Their involvement in the work of Dairy UK was absolutely minimal and restricted to the areas set out in your letter. I have no reason whatsoever to disagree with the estimate of less than one hour per month undertaken by Mr Curry's secretarial staff on Dairy UK business.*" The Director General also confirmed that his copy of the appointment letter sent to Mr Curry by Sir Donald Curry¹⁰¹ also had no attachment. He commented, "*To try and throw some additional light on this matter, I have contacted Sir Donald Curry but he has been unable to locate any additional correspondence. I am, therefore, as sure as I can be that the list of responsibilities was included in the letter, rather than attached, and Mr Curry's recollection is correct.*" Finally, the Director General confirmed that, when the Board appointed Mr Curry as Chairman of Dairy UK, "*it was fully understood by Dairy UK that he would be required to operate under the rules of the House, including a prohibition on advocacy as set out in [my] letter. Further, at no time during his chairmanship were any demands made of Mr Curry, which would have been in conflict with the rules of the House.*"

109. Meanwhile, on 15 December I had written to the Registrar of Members' Financial Interests, seeking her comments and advice on the registration aspects of this matter.¹⁰² I asked whether she considered, at the time Mr Curry was in correspondence with her, that he had met the registration requirements set out in the Guide to the Rules, including the lodging with her of a service agreement.

110. The Registrar replied on 28 January.¹⁰³ She began by summarising the requirements of the rules of the House when Mr Curry first registered his chairmanship of Dairy UK. She said that Members had at that time not been required also to register the amount they earned unless they were providing services in the capacity of an MP. In that case they were required to register the income but only in bands of £5,000. In such cases, except in the case of media work, they had also been required to deposit an agreement for the provision of services.¹⁰⁴ The Registrar commented, "*The rules are clear that the requirement to register a band and provide an agreement apply to directorships as well as to other employment.*" She

⁹⁹ WE 17

¹⁰⁰ WE 26

¹⁰¹ WE 17

¹⁰² WE 27

¹⁰³ WE 28

¹⁰⁴ The relevant part of the Resolution is reproduced at paragraph 24 and 25 above.

attached a copy of a skeleton agreement, drawn up by her office and showing the minimum requirements of an agreement.¹⁰⁵ She said that this was “*routinely sent as guidance to Members seeking advice on such agreements and to Members who initially submit agreements which do not provide the required information.*” She noted that it contained the words, “*We do not expect X to engage in any form of advocacy as defined in the Resolution of the House of Commons of 6th November 1995*”, and said that the inclusion of this wording “*ensured that the agreement concerned complied with the Resolution by making it clear that no advocacy will be required.*” She added that there was no record of when the agreement was adopted, but considered it likely that it had been in force “*since at least 2000*”. The Registrar said that no definition of “*services in the capacity of a Member of Parliament*” had been provided in the Code of Conduct and Guide to the Rules. Nonetheless, in April 2005 her office had, with the agreement of the Committee on Standards and Privileges, published an advice note covering commonly-asked questions, one of which made clear that Members who were remunerated directors of a company to which they provided parliamentary services, for example “*advice on implications of government policies*” should deposit an agreement for the provision of services.

111. The Registrar said that Mr Curry’s form registering his chairmanship of Dairy UK was dated 14 May 2005.¹⁰⁶ The Register entry showed that he would be paid £30,001 to £35,000. This entry had appeared in the first Register of the 2005 Parliament, published on 16 November 2005. The Registrar said her office did not pick up that Mr Curry had not provided an agreement until the staff read through the whole Register just before publication. She had written to Mr Curry on 15 November 2005¹⁰⁷ saying that as he had registered a remuneration band, the office had assumed that he was providing services in his capacity as a Member, and asked him to provide an agreement with Dairy UK. She attached to her letter a copy of the skeleton agreement.¹⁰⁸ Mr Curry had responded to her on 28 November 2005¹⁰⁹ enclosing a copy of the letter of appointment from Dairy UK.¹¹⁰ I noted Mr Curry’s letter had said that it was “*not the case*” that Mr Curry was providing services in the capacity of a Member of Parliament. Mr Curry wrote, “*The fact that I am an MP is coincidental and none of the services I provide depend on my being an MP.*” He added that he was “*fully aware of the rules governing advocacy interests*”. The Registrar said she had responded on 30 November 2005.¹¹¹ She had said that, since he had said that he was not providing services in his capacity as a Member, she had deleted the reference to a remuneration band from his entry. I noted that her letter of 30 November 2005 had added that she would keep the letter from Dairy UK on file for reference, but not make it available for public inspection.

112. The Registrar said that Mr Curry had written her a further letter dated 13 December 2005,¹¹² explaining the circumstances of his appointment. I noted that in this letter Mr

¹⁰⁵ WE 30

¹⁰⁶ Not included in the written evidence

¹⁰⁷ WE 29

¹⁰⁸ WE 30

¹⁰⁹ WE 31

¹¹⁰ WE 17

¹¹¹ WE 32

¹¹² WE 33

Curry had explained that he “*was approached to become Chairman because of my extensive political experience in agricultural politics*”. He added, “*It is bound to be the case that because I am an MP I have informal access to Government Ministers and colleagues but where this occurs it is always incidental and brief ... It may be the case, of course, that being an MP also gives me a little more ‘clout’ than might be the case with someone less closely involved in the political process. It is certainly the case that I am not providing services ‘in my capacity as a Member of Parliament’. Indeed, I thought that the present rules made it not merely pointless but positively counterproductive to seek to provide services in one’s capacity as MP and it may be that the guide to the rules is not using a very relevant terminology.*” Mr Curry added that he had “*no objection whatsoever*” to the terms of his appointment being available for public scrutiny.

113. The Registrar said that she had replied to Mr Curry on 14 December.¹¹³ In the light of the description Mr Curry had given of the circumstances of his appointment, she had said that she believed that such a situation was covered by the phrase “*providing services in your capacity as a Member of Parliament*” used in the Guide to the Rules. She therefore advised him that he should include the remuneration band in his Register entry and make the agreement available for public inspection. She also said that the letter from Dairy UK did not include a statement to the effect that they would not require him to do anything which placed him in breach of the Rules of the House. She suggested that if Mr Curry was able to provide a replacement letter, or a separate statement to add to the current one, she would make that publicly available.

114. The Registrar said that Mr Curry had written again on 19 December 2005.¹¹⁴ I noted that in that letter he had told the Registrar that he did “*not intend to ask Dairy UK to send me a further letter stating that they would not ask me to do anything in breach of the rules of the House for the simple reason that had there been any suggestion at all that this was their intention I would not have accepted the job and they would not have offered it to me.*” He had said that he was entirely content for the Registrar to make “*this letter*” open for public scrutiny and that he was more than happy for his salary bracket to be included in the Register of Members’ Interests.

115. The Registrar said she had replied to Mr Curry on 21 December 2005.¹¹⁵ I noted that in her letter she had said, “*The requirement to include in agreements for the provision of services in the capacity of an MP a disclaimer that the Member will not be asked to do anything inconsistent with the position of a Member of Parliament dates from the decision of 6 November 1995 that such agreements should be in written form. The point of the requirement is to make clear in advance that a Member is not being asked to undertake anything prohibited by the House. It is thus intended for the protection of Members, and usually they have no problem with asking for and obtaining such a clause in their agreements.*” The Registrar commented: “*This last letter from me was not included with the correspondence Mr Curry has supplied to you. I received no reply to this letter. Thinking that I had taken the matter as far as I could, and taking it from the tenor of Mr Curry’s responses*

¹¹³ WE 34

¹¹⁴ WE 35

¹¹⁵ WE 36

up to that point that he was not willing to accept my advice that he should seek a new letter from Dairy UK, I did not write again. Although Mr Curry has written to you referring to his letter of 13 December and my letter of the next day, and saying that ‘following a further exchange [the Registrar of Members’ Interests] did not pursue the matter of securing a certificate of compliance from Dairy UK’, I submit that my unanswered letter of 21 December is evidence that I did pursue the matter.”

116. The Registrar said that she had found in the records that Mr Curry had been in correspondence with the office in 2000 about another employment, and that in the course of that correspondence he had been asked, retrospectively, to obtain a letter from an employer including a statement that that employer had not engaged him in any form of advocacy. The Registrar said that Mr Curry had done so. She was *“therefore somewhat puzzled that Mr Curry appeared surprised by my suggestion of November 2005 that a non-advocacy clause should be included in his agreement with Dairy UK.”*

117. The Registrar then turned to my question whether Mr Curry had complied with the registration rules, and, in particular whether, at the time she had been in correspondence with Mr Curry in 2005, she considered that he had met the registration requirements set out in the Guide to the Rules, including the lodging with her office of a service agreement. She said: *“It is clear to me from the correspondence that my reading of the terms of his letter of appointment, and his explanation of the reasons for his appointment, suggested that he was likely to be expected to provide services in the capacity of a Member of Parliament, and that he should continue to register a salary band (as he did) and additionally deposit an agreement containing the appropriate information. I advised him to do so. I could only advise on the basis of the information available to me about the intentions of both parties under the agreement ... In my view the crucial point is whether this office was ever provided with a service agreement containing the required information, and all the evidence is that it was not.”*

118. The Registrar said that Mr Curry had correctly drawn attention to her writing, in her letter of 14 December 2005,¹¹⁶ that she fully understood that he wished to make his position clear in relation to his chairmanship of Dairy UK and that *“the third paragraph of his letter of 13 December did that. I meant that I was now clear about the circumstances in which he had been invited to become Chairman of Dairy UK, which were set out in that paragraph.”* This understanding had led to her advice to Mr Curry to include the remuneration band in his Register entry and make his agreement available for public inspection. Further on in her letter she had said that the letter from Dairy UK he had sent her *“did not include a statement to the effect that the organisation would not require him to do anything which placed him in breach of the Rules of the House, and that if he could provide me with a replacement letter or separate statement to add to the current one she would make it publicly available.”* She continued, *“If Mr Curry had indeed been expected to provide services in the capacity of a Member of Parliament ... I do not think the letters he has submitted ... are sufficient to comply with the requirements of the House. In particular, while Mr Curry makes clear that he himself was well aware of the rules of the House there is no direct documentary*

¹¹⁶ WE 34

evidence, such as a clause in the letter from Dairy UK, of an acceptance by that organisation that Mr Curry would not be required to do anything inconsistent with his position as an MP. It is true that Mr Curry was being appointed Chairman and might therefore be assumed to be in a position to act or not as he saw fit, but nonetheless he had been appointed to the role by the letter from Sir Don Curry and in my judgement the rules of the House required the terms of the appointment to be made clear.” She added, “Had Mr Curry felt that my advice that the circumstances of his appointment and the letter from Sir Don Curry warranted the registration of a band and the deposit of an agreement was unfounded it was open to him to reject it, in which case I would have removed the salary band from the Register and the question of an agreement would have lapsed. He did not do so.”

119. The Registrar reiterated that the advice she had given Mr Curry in 2005 “could only be on the basis of what I understood he would be expected to do for Dairy UK”. In the light of what Mr Curry had said in his letter to me of 26 November 2009¹¹⁷ about the work he actually performed for Dairy UK, she said: “it would appear ... that he owed his appointment to his experience as a Minister, Chairman of the Agriculture Select Committee and representative of an agricultural constituency and that the work he carried out included making representations to Ministers and making bookings for events to be held in the House of Commons. I conclude from this that he did indeed perform functions in the capacity of an MP and that my advice that he should secure an agreement containing the non-advocacy clause was appropriate.”

120. Following receipt of the Registrar’s advice, I wrote to Mr Curry on 28 January 2010.¹¹⁸ I said that the implication of the Registrar’s advice was that Mr Curry had been in breach of the rules of the House in not ensuring that Dairy UK provided, in accordance with the relevant Resolution, a written commitment from them that they did not expect to ask him to engage in any form of lobbying for reward or consideration (the advocacy rule). I said that I would need to come to my own views on this advice and, before doing so, I would welcome his comments.

121. Mr Curry replied on 8 February.¹¹⁹ He began by saying, “I would like to put it clearly and firmly on the record firmly that there has never has been any suggestion that I infringed the advocacy rules of the House of Commons during my chairmanship. Equally no-one disputes the fact that during the process of recruitment I spelled out categorically that all my actions as chairman would be conducted in total conformity with those rules.” As to whether the implication of the Registrar’s advice was that he was in breach of the rule requiring him to provide a document from Dairy UK saying it would not ask him to breach the advocacy rule, Mr Curry said, “I do not see the relevance of her reference to my entries in the Register in the year 2000 where the nature of my employment was entirely different”.

122. Mr Curry went on to say that much of the ground had been covered in previous correspondence. In summary his response was first that he believed that he had “fully satisfied the Registrar that there were no circumstances in which I would break the rules on

¹¹⁷ WE 5

¹¹⁸ WE 37

¹¹⁹ WE 38

advocacy because I had made such an understanding a condition of my employment”; second, “the Registrar acknowledged that she had accepted that this condition had been established”; third, that the Registrar had “signed off the correspondence (her letter of December 21¹²⁰) in a manner which led me to believe the matter was closed”; and fourth, the fact that his appointment was to the chairmanship of Dairy UK “created circumstances in which the House rules risked looking absurd insofar as there was no-one to whom I reported who could issue such a certificate and I could hardly issue one to myself. Hence, the condition I had made at the time of my recruitment was a more effective undertaking.”

123. Mr Curry concluded by saying that he had “looked back at the correspondence and it has confirmed my belief that my actions were the common sense ones in the light of the nature of the post to which I was being recruited. If [the Registrar] felt that my responses to her letters did not close the matter it would have been simple enough for her to have written again, to have telephoned me or invited me to meet her to discuss the issue or even warn me that she would have to register a formal breach of the rules. None of these options was pursued. What is more she did not take the opportunity of subsequent notifications of change of salary to re-open the matter.”

124. Before I interviewed Mr Curry on 24 February,¹²¹ he provided me with copies of his diary showing his Dairy UK appointments for 2005 to 2008, as I had requested in my letter of 21 January.¹²² Mr Curry confirmed the information in these entries in the course of his interview.

125. At the start of the interview, Mr Curry gave me a copy of his application letter seeking the chairmanship of Dairy UK.¹²³

126. Mr Curry confirmed that he had been sent an appointment letter from Sir Don Curry on 14 April 2005 and had taken up the post on 1 August 2005. He had initially been paid £35,000 a year. This increased to £36,400 in August 2006 and £38,220 in August 2007. Mr Curry confirmed that he had ceased to be Chairman in September 2008 and received an *ex gratia* payment of £20,000.

127. Mr Curry confirmed that he had chaired the two-monthly meetings of the board, made representations to government, participated in public events, represented Dairy UK at the Dairy Forum chaired by the Minister, arranged Dairy UK receptions in the House of Commons, and reviewed the work of the Director General. He observed that there was “*very little in the way of representations to government. There were more representations to agencies such as the Food Standards Agency and the Environment Agency. As for the receptions, we just booked the rooms and Dairy UK did the rest. The peak of the work was in the parliamentary recess.*”

¹²⁰ WE 36

¹²¹ WE 39

¹²² WE 23

¹²³ WE 40 (See paragraph 140 for summary.)

128. Mr Curry confirmed that his diaries showed approximately 70 UK Dairy appointments between 2005 and 2008, covering Board meetings, receptions, dinners, other events and meetings with Dairy UK's Director-General. He also confirmed that his work for Dairy UK had been supported by Dairy UK staff. But two members of his parliamentary staff had helped him by printing out a few letters, taking a very small amount of dictation, co-ordinating his diary, arranging meetings, and liaising on the three receptions held in the House.¹²⁴ This work had not been remunerated separately. One member of his staff had helped with the letters and dictation. There had been very little arranging of meetings. *"It was always done on the basis of: 'Would you mind doing this?' ... They could have said no. Their employment terms were always liberal."*

129. Mr Curry agreed that this work had been done within time remunerated by Parliament, but said that *"if they decided to stay on after hours that would be fine."* He said that the work had taken up *"one hour a month together in all, when Parliament was sitting"*.¹²⁵ There had been *"a big Dairy UK event"* in September. Mr Curry said that when he arranged engagements he had let his staff know so they could put it in the diary—*"a common sense purpose."*

130. Mr Curry confirmed that he had registered his Dairy UK appointment by sending a registration form to the Registrar on 16 May 2005; this form had identified his appointment and a pay band. He confirmed that he had not at that time sent an agreement for services, and that the Registrar had noted this as the Register was being prepared for publication in November 2005. She had written to him on 15 November asking him to provide an agreement.¹²⁶ The skeleton agreement in the annex to that letter had included a non-advocacy clause.¹²⁷ Mr Curry confirmed that his letter of 28 November had questioned whether he had been providing these services as an MP, but he had attached the letter of 14 April 2005 from Sir Don Curry.¹²⁸ Mr Curry confirmed that the letter from Sir Don had referred to a fuller attachment with job description and performance measures, but his evidence, supported by evidence from the Director General and Sir Don, was that he had never received it. Mr Curry confirmed that the letter from Sir Don had made no reference to Dairy UK not expecting him to engage in any form of lobbying.

131. As regards his correspondence with the Registrar of Members' Interests, Mr Curry said that his files had *"no record of the letter of 21 December. When I responded to you I did so as if I had received it. But I would just like to register that fact. The letter was sent on 21 December after Parliament recessed."* As to whether Mr Curry did not recollect receiving the letter, or whether he no longer had it, he said he *"had forgotten the whole thing. We have searched the office. The letter of 21 December is not in our files. Whether it was there earlier or not I don't know."*

¹²⁴ In his comments of 15 March Mr Curry added that he had later said that the number of letters dictated was *"three or four"*. (See paragraph 132.)

¹²⁵ This modified earlier written evidence. (See WE 16 and paragraph 97 above.)

¹²⁶ WE 29

¹²⁷ WE 30

¹²⁸ WE 31, WE 17

132. Asked whether the upshot had been that he had registered his employment as being in his capacity as a Member of Parliament, and he had therefore also registered his salary band, Mr Curry responded that while he considered it only reasonable that if an MP had outside employment “*of any sort*” they should register it, “*I am an MP, but whether I am employed as an MP is irrelevant for this.*” Mr Curry confirmed that he had declined to ask Dairy UK for another letter or a codicil giving an assurance about non-advocacy. He agreed that the matter had rested there until the allegation surfaced in the *Daily Telegraph*.

133. On the use of staff in his office, Mr Curry said that this was “*a common sense arrangement to ensure a proper interface between parliamentary activities and Dairy UK activities.*” Dairy UK activities had been “*absolutely minimal: there were three or four letters which I dictated, a handful which were printed out and some e-mail exchanges many of which were not work related.*” Mr Curry commented, “*Members with outside interests will have a sensible and very small area of interface with that work. In this case it was not abused. My support was provided overwhelmingly by Dairy UK staff.*”

134. As to the fact that the work was done by staff in remunerated time, Mr Curry said “*They could have said ‘I would not do this’. But they didn’t. The interface was a sensible way of keeping my ducks in a row.*” The work had been cyclical. Weeks had gone by without any Dairy UK work but then there would be “*a short flurry of activity.*” Mr Curry reiterated that it had been “*one hour a month for the pair of them*”. The head of office had been his diary secretary, and it had been “*commonsensical*” for her to undertake the diary work. And she had booked the room for the functions. The only person who had done more than diary work had been the other member of staff.

135. Mr Curry said that his chairmanship had been very beneficial to his constituency. A large number of his colleagues had said how useful they found it to have someone with knowledge of the industry; they would ask him questions. Mr Curry said that he could take a UK perspective. For example, when there had been a problem with nitrate sensitive zones in Northern Ireland he had been able to have a quick word with the then Secretary of State for Northern Ireland and ask him to have a look at it, which he had done. During his chairmanship one of the three milk co-operatives “*went bust and a very large number of farmers found themselves with no destination for their milk. Within one week I was able to ensure that no farmer in my constituency was left without a destination for his milk.*” Mr Curry subsequently added that this “*was because of the contacts I had made during my chairmanship*”. He said he had “*been told that it was helpful to have an interlocutor with the Commission, with the Food Standards Agency, the Environment Agency and devolved administrations. It wasn’t the case with the divided industry before.*”

136. I referred to the interest Mr Curry had previously registered in 2000. In that case he had accepted the advice of the Registrar of Members’ Interests and obtained a retrospective statement that he had not been asked to engage in advocacy. It could be suggested that this showed that he had already been aware of the requirement for such a statement before the Registrar had raised it in 2005 in relation to his chairmanship of Dairy UK. Mr Curry said “*in 2005 I didn’t remember in the slightest the silly piece of paper from 2000.*” He continued,

“What was it for in 2000? IDeA¹²⁹ asked me to give three seminars. At the time I thought it was barmy as I had already registered my work as a newspaper columnist, where there was much greater opportunity for advocacy, and I had not been asked for an agreement for that work. I suspect the organisation would have been entirely bemused by the non-advocacy agreement.” Mr Curry said that it was “not fair” to say that he had been employed by Dairy UK because he was a Member of Parliament. He commented, *“I was headhunted by Sir Don Curry. He had sat before me when I chaired the DEFRA committee—he was impressed by the way I ran that meeting and the quality of the report that was produced. The industry is heterogeneous and needed someone with experience of the issues. My appointment was based on my past not my future.”*

137. Mr Curry said that everything he had done had been within the rules of the House. He had *“set this out at the beginning of the appointment process, in every interview and meeting, and it was recognised by the Board. I gave the Registrar that assurance.”* He continued, *“I applied for a role as chairman, not adviser or board member or consultant. Who could give me an instruction to act contrary to the advocacy rule? It could only be me. So does David Curry as Chairman ask David Curry to break the advocacy rules? I had given a copper bottomed guarantee.¹³⁰ You can look up every parliamentary action of mine and you will find no breach of the rules.”* Mr Curry said that I could find this set out in his correspondence with the Registrar. He said he had assumed this matter had been concluded. *“If not [the Registrar] could have sent me an e-mail saying ‘Come and have a coffee’; or said, ‘If you persist in this I will have to report you upwards’ or ‘I recognise your point of view but...’— but she did none of these. And when I reported the change in my salary she could have come back to me. So I assumed it was all settled.”* He continued, *“if you wanted to say I am guilty on a technicality because I did not produce an agreement you could do so. But was there any consequence? No. Was I scrupulous not to break the rules both before and after the appointment? Yes. The spirit of the rules was observed in its entirety.”*

138. Mr Curry said that *“despite their barminess”*, he had abided by the advocacy rules in 2000. But he had not done so in 2005. He commented, *“That is because in 2005 I was appointed Chairman. A chairman determines his own actions. No-one tells me what to do.”* He continued, *“The rules need some intelligent interpretation to cope with different situations. If I had been consultant, adviser or non-executive it would be entirely proper, because I would have been taking instructions from someone.”* Although he had been a non-executive Chairman of Dairy UK he said he was *“non-executive with some executive role as well”*. Being the Chairman had been work. For example, he had had to *“keep the troops looking in the same direction in a tense and difficult period for the industry when there was huge controversy over the milk price. But I was a non-executive in the sense that I did not have the day to day management of the organisation.”* He accepted that the organisation could dismiss him and noted that his letter of appointment had said that the position would be approved and appraised by the Dairy UK Board annually. Asked whether the company secretary, for example, could have written to him to make the advocacy point, on the instructions of the Board, Mr Curry responded, *“I have no corporate experience. I was*

¹²⁹ The Improvement and Development Agency for Local Government.

¹³⁰ Mr Curry subsequently commented, *“I had given a copper bottomed guarantee that all my actions would be within the advocacy rules; indeed, my chairmanship was predicated on that assertion.”*

brought in because of my understanding of the issues and experience of chairing committees. If the chairman was an MP it would be difficult for someone else to give you instructions of this sort. It couldn't be done. I had set out categorically that all my actions would meet House rules. Had I held a position where I was being given instructions it would have been reasonable to get cover from the person instructing me. But I was in a position to determine my own actions." He subsequently added that *"there was never a suggestion that I should act in a way counter to the rules"*.

139. Mr Curry said that he had *"ensured during the entire appointment process that it was understood that I would obey the rules. It is inconceivable that anyone could require me to do something that breaches those rules. I had already provided a copper bottomed guarantee."* As to whether it was open to Members not to follow the rules, Mr Curry said that this depended on the appropriateness of the rules and their relevance to the circumstances. He said that the Registrar had decided not to pursue the issue: *"She didn't say, 'Sorry, Mr Curry—I will have to take this further'. I thought she had given up."* Mr Curry said that the Registrar could have reported it up the line, to the Commissioner. But she had not done so. The matter had *"died"*. Mr Curry said the Registrar had had plenty of opportunities to raise it again. She could have written, saying *"I will have to take action."* Mr Curry said that, if the Registrar gave advice, *"then there is a choice I am entitled to make—and accept the consequences. My whole point is that the rule would make sense if it were incumbent on the MP, not the employer. Most companies would not have the faintest idea about the non-advocacy rule. If you said 'I register my job and I undertake not to breach the rules' that would make sense and it would put the responsibility where it belongs."*

140. Mr Curry said that he had not campaigned for a change of policy. He subsequently added, *"There should be a provision for situations where this rule was not appropriate, and the Member had given an undertaking which has the equivalent—or better—effect."* At interview, Mr Curry said: *"If you want to say that this man is technically guilty but he has taken every precaution to make sure his actions always met the rules of the House, you could do so. There has been no suggestion that I breached the advocacy rules."* Mr Curry said that he had felt it was right that his chairmanship and salary should be recorded from start to finish. Whether he had taken on the role as an MP or not was *"a side issue"*. He commented, *"The rules implied that if you are not doing your job in your capacity as an MP then people don't have the right to know."* He did not think it mattered why Dairy UK had appointed him. He had been Chairman of the EU Committee; the FT correspondent in Brussels; Chairman of the EFRA committee and he had a big agricultural constituency. He commented, *"I wasn't offered the chairmanship because I had a great career as a parliamentarian which made me useful to them... They got someone who knew their way around."* He added, *"My own letter of application describes the fact that I was an active politician as a disadvantage."*

141. After the interview, I read the application letter which Mr Curry had tabled at the interview.¹³¹ I noted that in this letter, Mr Curry had said that his chairmanship *"would offer one major asset and present one major liability to Dairy UK, the two being different*

¹³¹ WE 40

sides of the same coin. The asset is the knowledge, detailed in the CV, of the political structures and processes in the UK and the EU which determine the policy framework within which the dairy industry operates... The liability is the fact that I am an active politician with a party political identity though a non-sectarian outlook. The board of selection would be bound to take a view on how substantial this liability would be in practice... My service in government and in both European and national parliaments has inevitably exposed me to a great deal of lobbying activity, whether on agricultural and fisheries issues or about local government finance, housing and urban renewal. Effective lobbying depends upon the ability to identify a limited number of key strategic objectives and plan a detailed campaign around them.”

Findings of Fact

Mr Curry’s claims in respect of his constituency home in North Yorkshire

142. Mr Curry has owned a property in Essex since the early 1980s. He has consistently designated it as his main home throughout the period covered by this inquiry. Since 1987, he has also owned a property in his constituency in North Yorkshire. Before April 2004, Mr Curry designated this constituency cottage as his second home. He changed that designation in April 2004, following a separation from his wife, to a flat which he started to rent in London. He changed that designation back to his constituency cottage in July 2005.

143. Mr Curry’s overnight arrangements have varied significantly over the period from January 2004 to date. His evidence is that before January 2004, overall he divided his nights broadly evenly between his main home in Essex, his second home in his constituency, and his wife’s London house. After a few months of transition following separation from his wife in January 2004, from April 2004 to April 2005, including recesses, Mr Curry has said that he spent the majority of his nights overall in his constituency cottage (about four a week), and the remainder in London, with very few nights spent in his Essex home. Then, after reconciliation with his wife and another transition period, he has said that he spent almost every night from June 2005 to November 2009 (aside from holidays) in his Essex home. He estimates that he spent around six nights in his constituency cottage over the four financial years from 2005–06 in the course of his parliamentary business: two nights there in each of the financial years 2006–07, 2007–08 and 2008–09. From November 2007 to June 2008, the constituency cottage was uninhabitable. Mr Curry’s evidence is that he spent up to three nights a week between August 2007 and June 2008 with his terminally-ill father in Leeds. He says that he started to spend more nights in the constituency cottage from November 2009, and from January 2010 has typically spent one or two nights a week there, and the remainder in his Essex home.

144. Mr Curry’s ACA and PAAE claims paid for the period 1 April 2004 to 30 November 2009 (for 2008–09 net of a subsequent repayment) are set out in the following table:

Financial Year	Total claims paid (£)
2004–05	20,902
2005–06	10,366
2006–07	9,058
2007–08	9,439
2008–09	12,933*
2009–10 (to 30 November)	2,283

*Mr Curry subsequently repaid £861—see paragraph 44 above.

145. At no time has Mr Curry considered it necessary to seek advice from the Department of Resources on the designation of his respective homes.

146. The Department of Resources notes that ACA was, and PAAE is, intended to reimburse Members for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main residence for the purpose of performing their parliamentary duties. The Department accepts that there can be extenuating circumstances which mean that second home accommodation cannot be occupied for periods when the Member remains obliged to continue rental or mortgage payments. It advises that the circumstances to which Mr Curry referred would be examples of the sort of circumstances which it considers would have been acceptable reasons for temporary non-occupation of ACA premises. It considers, in the light of Mr Curry's decision to minimise the number of nights he spent away from his main home from March 2005, that it might have been appropriate for him to consider on value for money grounds whether he needed any longer to claim the cost of a second home in his constituency. The Department also comments that while the incidental use of a second home for parliamentary work is common, it is not the purpose for which the home is funded from the allowances. It considers that ACA/PAAE assistance with mortgage or rental costs has been predicated on the need for the Member to have overnight accommodation and therefore assumes the use of these premises for overnight accommodation. In its view, if Mr Curry were prevented temporarily from occupying his cottage, he should have spoken to the Department, which would then have taken a view about whether he was eligible for ACA payments for continuing obligations. The Department's view is that if Mr Curry had said that he did not intend to use the cottage for overnight stays, he should have been advised that he ought not to claim for its costs under the ACA.

147. Mr Curry believes that his Essex home has been his main home throughout the relevant period. He also believes he is justified in maintaining a constituency cottage on the basis of the exceptional demands of looking after such an extensive constituency. Mr Curry believes that during the period covered by my inquiries his constituency home has been used wholly, exclusively and necessarily in support of his constituency duties, and that he had no reason to suppose that he was in breach of the rules. A simple change of routine, staying overnight in the property after an evening engagement and leaving early the next morning would in his view have remedied the position. Mr Curry apologises without reserve if because of his personal circumstances, and his wish to spend as much time in Essex as possible with his family, he has transgressed the letter of the rules. He nonetheless believes that his actions had throughout been in keeping with their spirit. He also believes that his Essex property continued to be his main home from April 2004 to July 2005, despite his spending very few nights there, permitting him to change his second home designation from his constituency cottage to the London flat for the period.

Mr Curry's work as Chairman of Dairy UK

148. Mr Curry became chairman of Dairy UK in August 2005 at a salary of £35,000 a year. He remained in office until 10 September 2008. His salary had increased to £36,400 in

August 2006 and to £38,220 in August 2007. He also received an *ex gratia* payment of £20,000 when the appointment was terminated in September 2008.

149. The evidence is that the bulk of Mr Curry's administrative support as Chairman of Dairy UK was provided by its own staff. However, two members of staff in Mr Curry's parliamentary office, the head of office and a second staff member, also provided some limited support for him in this role. The work principally consisted of diary management, arranging some meetings, liaising on events held in the House, and typing and printing out "three or four" letters. The staff members were not remunerated separately for this work, and were permitted to carry it out within the time for which they were remunerated through Mr Curry's parliamentary allowances. Mr Curry originally estimated the average time commitment as less than an hour a month each when Parliament was sitting, and subsequently modified this to an hour a month in all. One of the staff members, and the Director General of Dairy UK confirmed Mr Curry's original estimate of the time commitment.

150. Mr Curry registered his chairmanship of Dairy UK with the Registrar of Members' Interests on 14 May 2005. The Register entry showed that he would be paid in the band £30,001 to £35,000. This entry appeared in the Register published on 16 November 2005. The Registrar of Members' Interests wrote to Mr Curry on 15 November 2005¹³² saying that as he had registered a remuneration band in the Register, the office assumed that he was providing services to Dairy UK in his capacity as a Member. The Registrar asked him to provide an agreement with Dairy UK as required by the rules. Mr Curry responded to her on 28 November 2005¹³³ enclosing a copy of the letter of appointment from Dairy UK.¹³⁴ This letter did not include a non-advocacy clause. Mr Curry said that he was not providing services in the capacity of a Member of Parliament. The Registrar responded on 30 November 2005¹³⁵ that, this being the case, she had deleted the reference to a remuneration band from his entry.

151. Having considered another letter from Mr Curry which had raised doubts in her mind as to whether Mr Curry was in fact providing services in his capacity as a Member, the Registrar wrote to him on 14 December, advising him that he should include the remuneration band in the Register and provide an agreement with Dairy UK, which included a non-advocacy commitment. She would make it available for public inspection. On 19 December 2005 Mr Curry replied to the Registrar, saying that he did not intend to ask Dairy UK to send him a further letter stating that they would not ask him to do anything in breach of the rules of the House. The Registrar replied to Mr Curry on 21 December, explaining the background to the requirement for agreements for the provision of services in the capacity of a Member to contain a non-advocacy clause. Mr Curry says that he has no record of having received this letter, but he had responded to me as if he had received it.

¹³² WE 29

¹³³ WE 31

¹³⁴ WE 17

¹³⁵ WE 32

152. The Registrar's view is that Mr Curry breached the rules on registration while he was Chairman of Dairy UK. She considers that Mr Curry's letter of appointment to Dairy UK, and his explanation of the reasons for his appointment, suggested that he was likely to be expected to provide services in the capacity of a Member of Parliament. Her view is that Mr Curry should therefore have both continued to register a salary band, which he did, and additionally deposit with her an agreement containing a non-advocacy clause, which he did not.

153. Mr Curry believes that the minimal involvement of his parliamentary staff in support of his role as chairman of Dairy UK was a commonsense arrangement to ensure a proper interface between his parliamentary activities and his Dairy UK activities. He considers that his chairmanship of Dairy UK was beneficial to his constituents. He accepts that he did not secure from Dairy UK a written statement that it would not ask him to act in any way contrary to the rules of the House, but considered that such a statement was unnecessary given that he was the chairman. He believed that he had fully satisfied the Registrar that he had put appropriate safeguards in place to prevent any breach of the rules on advocacy through the conditions he had imposed when taking up the appointment. He also took the view that, as he was the chairman, there was no-one who could make the statement sought by the Registrar. He also believed that, as in his view the Registrar had not continued to pursue the matter, she had been satisfied with his explanation. He says that there was no suggestion that he had breached the advocacy rules. He accepts nonetheless that it could be said that he was technically guilty in respect of the registration requirement, although he had taken every precaution to make sure his actions always met the rules of the House. He says that Dairy UK were well aware of the non-advocacy rule and that there was no suggestion that they had breached the rule in any way.

Conclusions

Introduction

154. With the agreement of the Committee, Mr Curry has asked me to inquire into two allegations against him. The first is in relation to his claims for his constituency cottage from 2005 to 2009. And the second is in respect of his employment as Chairman of Dairy UK from 2005 to 2008.

155. In the course of my inquiry into Mr Curry's claims for his constituency cottage, Mr Curry gave me evidence that from April 2004 to June 2005 he had changed the designation of his second home from that cottage to a flat in London. That evidence raised the question of whether that re-designation was within the rules of the House.

156. The questions I need to resolve, therefore, in respect of Mr Curry's constituency cottage, are:

1. Was Mr Curry within the rules of the House in claiming from parliamentary allowances for his constituency cottage from July 2005 to November 2009?
2. Was Mr Curry within the rules in claiming against the Additional Costs Allowance for his Westminster flat from April 2004 to June 2005?

157. The questions I need to resolve in respect of Mr Curry's employment as Chairman of Dairy UK are:

3. Did Mr Curry wrongly make use of his parliamentary-funded staff to support him as Chairman of Dairy UK?
4. Was the agreement for services lodged by Mr Curry with my office in accordance with the rules in relation to the Register of Members' Interests?

158. I turn now to each of these questions.

Was Mr Curry within the rules of the House in claiming from parliamentary allowances for his constituency cottage from July 2005 to November 2009?

159. I accept Mr Curry's evidence that his main home was in Essex during the period from July 2005 to November 2009. It was where he spent almost all his nights over this period, where his wife lived, and where he had been long established. There is no question arising in this period, therefore, about the location of Mr Curry's main home. The question instead is whether Mr Curry was right during this period to have claimed for his second home in his constituency in Yorkshire, given the use he made of it.

160. The rules in the Green Book make clear that the Additional Costs Allowance is there to reimburse Members of Parliament for expenses wholly, exclusively and necessarily incurred when "*staying overnight away from their main UK residence*". While a Member can be expected to use his or her second home other than for overnight stays, under the rules, in my judgement, such use is ancillary to its primary purpose. The clear and stated intention of the rule is to meet the necessary costs incurred by a Member when staying overnight away from their main UK residence for the purpose of performing their parliamentary duties. The section of the rules in the 2005 and 2006 Green Books advising on what eligible Members could claim is headed in bold: "***Location of overnight stays***". In my view the purpose of the allowance is unambiguous. The rules for Personal Additional Accommodation Expenditure are similar in this respect, and I draw the same conclusion. The provision is to meet the necessary cost of a Member's overnight stays away from their main home. It is not there to meet the cost solely of providing a Member with somewhere to go during the day and evening. The Member must use it for their overnight accommodation.

161. Mr Curry did not use his constituency cottage for this purpose in any significant way. For personal reasons, he had decided by July 2005 that as a matter of policy he would minimise his overnight stays in his constituency cottage. Whenever possible, having undertaken his parliamentary duties in his constituency, his intention was to return to his main home in Essex. For understandable reasons, he wanted to spend as much time there as possible. He had put this policy into practice by July 2005.

162. Mr Curry has noted that he was anyway not able to spend any nights in his constituency cottage from November 2007 to June 2008 because extensive damp proof work made it uninhabitable. And, for broadly the same period, he was spending some nights in his father's home near Leeds during his father's terminal illness. Mr Curry has said that he would have spent more nights in his constituency cottage were it not for his

father's illness and the damp proof work, because by then his personal circumstances were less fraught. This is, of course, possible. But I find it difficult to equate this with Mr Curry's evidence, which was that he still spent only two nights in his constituency cottage from, in effect, July 2008 to the end of that financial year. On his evidence, he did not start significantly to use it again for overnight stays until the following April at the earliest—April 2009. I need not take a view on whether seven months was too long to allow Mr Curry to continue to claim on his parliamentary expenses for a cottage he could not use as a result of the damp proof work, because, on the balance of probabilities, I think it unlikely that he would have appreciably increased the overnight use of the cottage in that period had it been available to him.

163. Nevertheless, Mr Curry did spend a very small number of nights in his cottage in the four years, 2005–06 to 2008–09. Mr Curry's estimate (which he says was a deliberately low estimate) is that this was no more than two nights in each of the last three of these years. On his own evidence, it was not until April 2009 at the earliest that he started again to spend regular nights in his constituency cottage. I do not consider that such extremely limited usage before that date could be held to justify Mr Curry making claims for the expenses of his second home in his constituency, because these expenses were not in any significant way incurred when staying overnight away from his main home in Essex. His use of the property did not in my judgement meet that founding requirement of the Additional Costs Allowance. Nor did it offer the taxpayer value for money. Mr Curry has argued that, had he used the cottage to stay overnight when in the constituency on his three visits each month, he would have been eligible to make his claims. But the fact is that he did not do so.

164. I am driven to the conclusion, therefore, that from July 2005 to March 2009 Mr Curry did not intend to use his constituency cottage for the purpose of overnight stays in his constituency, and that he did not in fact do so, other than on the rarest of occasions. His intention—to minimise the number of nights spent away from his Essex home—was clear and effectively implemented. His constituency cottage was, according to his evidence, useful to him as a bolt hole when he was working across his constituency and it demonstrated his local roots. I fully accept this. Nevertheless, his evidence is that he visited his cottage during the day on no more than about three days a month, and this was in between the widespread constituency commitments which he fitted into the one day a week in which he went to his constituency. It is hard to see how he could have spent much time there. But even if he did so, the fact remains that the cottage was not in any real way used by him over this period for his overnight accommodation. It was not, therefore, in my judgement right for Mr Curry to have made claims for it against his Additional Costs Allowance.

165. I conclude, therefore, that Mr Curry was in breach of the rules of the House from July 2005 to March 2009 in claiming the Additional Costs Allowance for a cottage in his constituency which, with the most occasional exception, he did not use for the purpose of staying overnight away from his main home when performing his parliamentary duties.

Was Mr Curry within the rules in claiming against the Additional Costs Allowance for his Westminster flat from April 2004 to June 2005?

166. No allegation has been made against Mr Curry in respect of the decision he made in 2004 to switch his second home claims from his constituency cottage to a flat he rented in Westminster from April 2004 to June 2005. I have had to address the question of whether Mr Curry was within the rules of the House in making claims for this London flat only because Mr Curry himself reported this to me in his evidence.

167. Mr Curry took on the rent of a Westminster flat because, at the time, his domestic circumstances meant that he could no longer live in his property in Essex or use his wife's property in London. But Mr Curry continued to nominate his Essex property as his main home despite the fact that he did not stay there overnight for any appreciable number of nights. Instead, his evidence is that, from April 2004 to April 2005, when the House was sitting, he stayed for up to three nights a week in his constituency cottage, a further night elsewhere, and the remaining three nights in his Westminster flat. He spent the bulk of recesses in Yorkshire in his constituency cottage. The rules require that a main home should normally be the place where the Member spends more nights than anywhere else. Mr Curry's Essex home did not conform to that rule from April 2004 to April 2005, when Mr Curry's evidence is that he returned to spending more nights in his Essex home.

168. I consider that Mr Curry was in breach of the rules in not changing the designation of his main home for allowance purposes from his Essex property to his constituency cottage in April 2004. When he decided, he says on the grounds of affordability, to switch the designation of his second home from his constituency cottage to his London flat, he should, in my judgement, have recognised that the change in his circumstances meant that his main home for allowance purposes could no longer be his Essex home: it was to be his constituency cottage. I accept that Mr Curry continued to carry the costs of his Essex property, and that it had long been—and continues to be—his family home. But, following his domestic problems, from April 2004 to March 2005 it could not, in my judgement, be held to be his main home for allowance purposes because he no longer spent his overnights in that property to any material extent. It would not again become his main home until he started again to use it for overnight stays, broadly in April 2005.

169. I have considered whether the exception built into the rule—that a main home is “normally” where the Member spends more nights than any other—would justify Mr Curry continuing to identify Essex as his main home. I do not consider that Mr Curry's circumstances could justify such an exception. In early 2004 he had to change his living arrangements. Those arrangements in effect meant him leaving his Essex home, at least as far as staying there overnight went. Instead, on his evidence, the majority of his nights were to be spent in his constituency cottage, and most of the remainder, when Parliament was sitting, in his new Westminster flat. Mr Curry should have recognised when he redesignated his second home from his constituency cottage to his Westminster flat, that his arrangements also affected the designation of his main home. He should have redesignated his main home from his Essex property to his constituency cottage at the same time as he redesignated his second home from his constituency to London.

170. I have no evidence, however, that such a change in his main home designation would have had any material effect on the claims he made against his Additional Costs Allowance. The nature of the rented property in London, and the extent of the use he made of it for his overnight stays, were not, in my judgement, sufficient to require him to identify it as his main home. As long as he continued to have a main home elsewhere which met the requirements of the rules, it was, in my view, acceptable for him to claim allowances on that London flat, even though the costs were higher than they had been for his constituency cottage. His error was that he failed to change the designation of his main home from his Essex property, where he was to spend very few nights, to his constituency cottage, where he spent the preponderance of his nights during that period, at the same time as he switched the designation of his second home from his constituency to London.

171. I turn now to Mr Curry's employment as Chairman of Dairy UK from 2005 to 2008.

Did Mr Curry wrongly make use of his parliamentary-funded staff to support him as Chairman of Dairy UK?

172. The rules require that parliamentary allowances should not be used for purely personal or political purposes. The staffing allowance must not be used for staff employed on non-parliamentary duties.

173. Two members of Mr Curry's parliamentary-funded staff provided him with some support as Chairman of Dairy UK. They provided very occasional secretarial support, diary management, and liaison with Dairy UK on the Chairman's engagements. The overwhelming evidence, however, is that these duties were minor and took up a very small amount of time—probably no more than one hour a month in all.

174. It would be unrealistic and, in my judgement, unreasonable, to expect a member of staff not to provide a Member with the level of support provided to Mr Curry in his role as Chairman of Dairy UK. Members of Parliament are allowed to take outside employment. They must be expected, therefore, to manage their diary for both functions and may, on occasions, need some modest support in their parliamentary office and away from their normal place of alternative employment.

175. I consider that Mr Curry made satisfactory arrangements with Dairy UK to support him in his work as its Chairman. Those arrangements did not lead to anything other than some minor incidental support from his parliamentary staff. The support he was given was not such as to suggest that Mr Curry's occasional use of his staff was a breach of the rules of the House. I do not, therefore, uphold this allegation against him.

Was the agreement for services lodged by Mr Curry with my office in accordance with the rules in relation to the Register of Members' Interests?

176. The rules require that where a Member provides services in his or her capacity as a Member of Parliament, they should lodge an agreement with the Office of the Parliamentary Commissioner for Standards which includes a commitment by the employer (in this case Dairy UK) not to expect the Member to engage in lobbying activities, in effect on their behalf.

177. Mr Curry did not obtain such a written assurance from Dairy UK. He should have known that such an assurance was required, since he was asked to provide one—and did so—for a previous appointment in May 2000, although his evidence is that he had no recollection of that exchange with the then Registrar. Nevertheless, he was twice advised in 2005 by the Registrar that he should secure such a statement. He declined to do so, saying in terms: “*I do not intend to ask Dairy UK to send me a further letter.*”

178. I do not accept Mr Curry’s argument that he was not required to register his employment but did so because he believed that it was the right thing to do. Members who have remunerated employment, including directorships, were required to register that fact. It was not a voluntary registration. If Members provided services in their capacity as Members of Parliament, they were also required at the same time to register a pay band and to lodge in the Commissioner’s office an agreement for services which included a non-advocacy clause. This was not a pick and mix arrangement. The Registrar made clear at the time and in her evidence that Mr Curry’s employment did appear to be providing services in his capacity as a Member of Parliament and, if so, he had to provide both his pay band and a compliant agreement for services.

179. I agree with the Registrar that Mr Curry’s employment did include providing services in his capacity as a Member of Parliament. I do not accept Mr Curry’s argument that he was appointed on the basis of his personal record and was not required to provide such services on appointment. He arranged some receptions in the House of Commons. In his oral evidence, he said that fellow Members told him how useful it was to have someone with his knowledge of the industry in the House. He believed it benefited his constituents. He had some meetings with Ministers. He had more meetings with Government agencies. He himself conceded that it may be the case that being a Member of Parliament gave him a little more “*clout*”. It was in my judgement a post in which he provided some services in his capacity as a Member of Parliament. And, in any event, once he had decided to register his pay band, he was, under the rules, implicitly accepting this definition and was obliged by the rules to provide at the same time a compliant agreement for services. He did not do so.

180. I accept, therefore, the Registrar’s advice that Mr Curry should have secured a statement from Dairy UK giving an assurance about the non-advocacy rule, and that he was in breach of the rules in relation to registration by not doing so. Mr Curry seems to have assumed that the Registrar had accepted his decision that it should be sufficient for registration purposes to lodge an agreement letter without the non-advocacy clause, alongside his letter explaining why he would not ask the company for such a clause. He suggests that the Registrar could have required him to provide the necessary documentation if she had wanted to do so. I consider this to misunderstand the role of the Registrar. Under the Standing Orders, the Registrar on the Commissioner’s behalf gives confidential advice to Members. The Member is responsible for deciding on their own registration entry, and therefore whether or not to accept that advice. In this case, the Registrar’s advice was clear. It was consistent with the advice which had been given by her predecessor to Mr Curry on a previous occasion. It is true the Registrar’s final letter of 21 December (which Mr Curry does not remember receiving) did not continue to argue the point. It explains the reason for the policy. But the decision not to accept either the policy or the advice was Mr Curry’s and it is right that he should expect to accept responsibility for it.

181. I do not accept that the governance structures of Dairy UK left the Chairman immune to influence from his Board or above the requirements of the rules of the House. Even in his role as chairman, Mr Curry had a contract. The Board was required each year to approve and appraise his position. The Board could, and did, dismiss him. To comply with the rules of the House, that contract or agreement should have included a formal commitment from Dairy UK that they would not require Mr Curry to engage in advocacy on their behalf. It is not enough that Mr Curry would not have allowed them to ask him to engage in such advocacy, although I accept his assurance that that was so. Nor is it enough that the Board were aware of the requirement, although I accept their evidence that they were. And I accept fully that there is no evidence of any wrongdoing on the part of Mr Curry or Dairy UK. But the rule is there to enable others to have access to a written assurance that the Member's employer is aware of its obligations in employing a Member of Parliament. That assurance was not available in this case.

182. I therefore uphold the allegation that Mr Curry was in breach of the rules of the House in not securing from Dairy UK a statement in its agreement for services that he would not be required to engage in lobbying activities on its behalf.

Overall conclusions

183. My conclusion, therefore, is that Mr Curry was in breach of the rules of the House in making claims from parliamentary allowances for his constituency cottage from July 2005 to March 2009. This is because, with the most occasional exception, he did not use the cottage to stay overnight away from his main home, as required by the rules of the House. Mr Curry was in breach of the rules of the House in not redesignating his constituency cottage as his main home in April 2004, when he changed the designation of his second home from that cottage to a flat in London, because, by then, and for the following year, his Essex home, where he spent only occasional nights, could not be held to be his main home for allowance purposes. He was also in breach of the rules of the House in not lodging with the Office of the Parliamentary Commissioner for Standards an agreement for services containing a statement from Dairy UK that it would not expect him to engage in lobbying on its behalf when he was its Chairman from 2005 to 2008.

184. Mr Curry received only minor incidental support from his parliamentary staff for his role as Chairman of Dairy UK and in my judgement was not in breach of the rules of the House on that account.

185. Mr Curry is a longstanding Member of the House. He has asked that this report should be seen in the context of his 23 years of service to the House and to his constituents. It has been a long and distinguished career, now almost completed because he has decided not to stand again. Mr Curry has co-operated fully with this inquiry and his very prompt and full responses have enabled me to conclude this matter within the lifetime of this Parliament. I am grateful to him for his help with this. He has already apologised without reserve if, because of his personal circumstances and his wish to spend as much time as possible with his family, he has transgressed what he described as "*the letter of the rules*". And he has accepted that it could be said that he was "*technically guilty*" in respect of the registration requirement. The Committee will wish to weigh all these factors in considering my conclusions.

186. But even allowing for these factors, I consider that Mr Curry's misjudgement in claiming against parliamentary allowances for his constituency cottage, when he had decided not to continue to use it for overnight stays, was serious. I cannot share Mr Curry's view that this was a "*small infringement*" or that he kept to the spirit of the rules. Parliament has decided to meet Members' overnight costs away from their main home. By spending so few overnights in his constituency cottage while continuing to make claims for the property, I consider Mr Curry acted contrary both to the letter and to the spirit of the rules.

187. There is no evidence, however, that Mr Curry deliberately set out to breach the rules. He arrived at his arrangements as a consequence of changes to his domestic circumstances. He failed to recognise or to consider whether his new arrangements for his constituency home had implications for his claims against parliamentary allowances. Even as a very experienced Member, he would have been very well advised to have considered the implications of his new arrangements against the rules, and to have consulted fully the Department of Resources. His arrangements were unusual and his circumstances stressful. These two factors alone should have alerted him to the need to consider his position under the rules and to seek advice. It is a matter of some concern that Mr Curry did not appear to give sufficient attention to the requirements of the rules or to give much weight to the terms in which they are cast.

188. I consider Mr Curry's failure to change the designation of his main home in April 2004 to be a substantially less serious breach. But it is of some concern that he appears not to have considered the matter. Nevertheless the fact that he did not change that designation had, in the event, no effect on the propriety of his claims for the rental of his Westminster flat from April 2004 to June 2005.

189. Mr Curry's failure to lodge with the Commissioner's office a written undertaking that Dairy UK would not require him to engage in advocacy on its behalf was not as serious as his misjudgement in respect of his claims for his overnight accommodation in his constituency. Nevertheless, I consider that it represented a serious breach of the registration rules. I do not share Mr Curry's view that the breach was a "*technicality*". It is true that there is no evidence that the rules against advocacy were breached. But abiding by provisions intended by the House to ensure transparency and protect Members is more than a technical matter. Mr Curry received clear advice from the Registrar of Members' Interests. That advice was consistent with the advice he had previously received—and accepted—for another appointment. He rejected that advice and so refused to ask Dairy UK for the necessary written assurance. That was wrong. It is important that Members who disagree with the rules should not expect deliberately to disregard them without consequence.

17 March 2010

John Lyon CB

Written and oral evidence

1. Letter to the Commissioner from Rt Hon David Curry MP, 23 November 2009

I will be grateful if you will investigate the charges made against me in relation to second home allowance and my work as Chairman of Dairy UK contained in the *Daily Telegraph* on Nov 20 and 21 respectively. I would like to meet you at the earliest opportunity to discuss how I can be of maximum help to you in such investigations.

23 November 2009

2. Extract from article in the *Daily Telegraph*, 20 November 2009

THE MP who heads the committee responsible for policing Commons expenses has claimed almost £30,000 for a second home that his wife has banned him from staying in, the *Daily Telegraph* can disclose.

After learning of the *Telegraph* investigation last night, David Curry resigned as chairman of the parliamentary Standards and Privileges Committee and now faces a formal inquiry into his claims.

The Skipton and Ripon MP, 65, is accused of having an affair with a headmistress in his constituency and using a taxpayer-funded cottage to meet his lover.

Our investigation has learned that four years ago, after discovering the affair, Mr Curry's wife, Anne, demanded that he no longer stayed at the Yorkshire property as a condition of their reconciliation.

However, the former minister has continued claiming thousands of pounds a year for the house—which he could expect to sell for a substantial profit after leaving Parliament.

Last night, after the *Telegraph* approached Mr Curry with the allegations, he announced that he was referring himself to the Parliamentary Commissioner. He said he would stand down from the Standards Committee during the investigation, which is expected to take several months.

...

Mr Curry's questionable claims followed the temporary break-up of his marriage in 2004. He had been using the cottage as the base for seeing his lover ... However, after a reconciliation with his wife the following year, Mr Curry was ordered by her to leave the cottage largely unused because of its association with the affair.

Later that year—after moving back into the family home in [...], Essex—he designated the Yorkshire property as his second home to the parliamentary authorities, since when he has claimed a total of £28,078.

Since the relationship with [...] ended, the MP is only thought to have stayed at the property on a “handful” of occasions. He lives full-time in Essex and commutes to Westminster and Yorkshire when necessary. He rarely stays in his constituency and when he does he has stayed at the £40-a-night Travelodge hotel in Skipton rather than at the taxpayer-funded cottage. He was pictured leaving the hotel after staying there earlier this month.

Neighbours said last week that they had never seen Mr Curry at the cottage near [...].

“I have lived in the village for five years,” said one neighbour. “But I have never seen him. I have never even seen a car in the driveway.”

The *Telegraph* has obtained copies of Mr Curry's expense claims for the past few years which disclose he has spent thousands of pounds on renovations for the Yorkshire property. During the 2008–09 financial year he claimed thousands of pounds in connection with a defective damp course. He even hired a local “consultant” to oversee the work.

In February 2008, he claimed £1,617 for roof repairs and damage caused by rising damp and three months later, he submitted a further bill for £1,540 for similar maintenance work. Two rooms were also redecorated.

Mr Curry took out a mortgage on the cottage in 1987 and this was paid off in September 2007. Until then, he claimed around £250 a month for the mortgage interest. He also claimed for gardening bills of up to £300, made regular claims for food and spent £60 a month on cleaning.

Sir Thomas Legg, the official scrutinising all expense claims made by MPs for second homes over the past five years, is thought to have queried Mr Curry's claims for maintenance of the property.

Last night, Mr Curry admitted that he had used the cottage less over the past four years. He declined to specify when he had stayed at the property and a statement he issued made no reference to spending nights there. ... In the statement, the MP said: *"The cottage has been my constituency home since 1987. In the [past four years] I have used it less intensively than before because I preferred, if possible, to get back to my family home.*

"In addition between November 30 2007 and June 27 2008 the cottage was uninhabitable because of works being carried out (under warranty) to replace a failed damp-proof course. My father was diagnosed with a terminal cancer in 2006 (he died in June 2008) and I tried to stay with him on the northern edge of Leeds whenever possible since he lived there alone.

"I am currently dealing with the consequences of a major leak at the cottage—under insurance."

He added that he stayed at the Skipton Travelodge because he represented a large constituency and it was sometimes more convenient. Later, Mr Curry issued another statement announcing that he was stepping down from the standards committee.

The second statement said: *"I used the cottage to carry out my duties as a constituency MP and am content with my arrangements.*

"However, given the particular responsibilities of the chairman of the Committee on Standards and Privileges, I shall refer my case to the Commissioner on Parliamentary Standards, John Lyon, and will stand down from the chairmanship during the course of his inquiries."

...

When asked whether Mr Curry used the house, his next-door neighbour, [...] who looks after the property, said: *"That is his business."* Questioned as to whether the house represented good value to the taxpayer, she replied: *"Damn the bloody taxpayer."* She then hung up.

...

20 November 2009

3. Extract from article in the *Daily Telegraph*, 21 November 2009

A Tory forced to stand down from the Commons standards committee refused to provide official assurances that he was not using his position as an MP to secure lucrative private work, the *Daily Telegraph* can disclose.

David Curry, a former agriculture minister, was appointed chairman of Dairy UK, an industry lobbying body, in May 2005.

The following year, he was contacted by [the Registrar of Members' Interests], and asked to sign a declaration that the directorship was within the rules. However, Mr Curry declined, saying that he would not have accepted the post if there was any suggestion of impropriety.

Despite his refusal, no further action appears to have been taken against the MP, apart from [the Registrar] writing to him, noting his failure to provide the statement.

Yet Mr Curry was still allowed to chair the parliamentary Standards and Privileges Committee, the self-policing group of MPs who decide punishments for those found to have broken the rules.

Mr Curry, 65, was paid between £35,000 and £40,000 a year for the private post, although he was dismissed as chairman last year. He is suspected of using his parliamentary staff and office in connection with the Dairy UK role, raising suspicion that the taxpayer may have subsidised his private financial interests.

The MP was forced to resign from the committee on Thursday after being confronted by the *Daily Telegraph* over his expense claims for a second home.

...

21 November 2009

4. Letter to Rt Hon David Curry MP from the Commissioner, 24 November 2009

The Committee on Standards and Privileges has agreed to the request you sent me on 23 November that I conduct an inquiry into the allegations made in the *Daily Telegraph* of 20 and 21 November about your use of your property in North Yorkshire for which you made claims against parliamentary allowances and about your Chairmanship of Dairy UK from May 2005 to 2008.

I attach an online version of the *Daily Telegraph* articles of 20 and 21 November containing the allegations which you have referred to me.

In essence, the first allegation is that you made claims against your allowances for the costs of your additional home which were not wholly, exclusively and necessarily incurred for the purpose of performing your parliamentary duties and which failed to have sufficient regard to obtaining value for money from the accommodation on account of the allegedly limited extent to which you used the property from 2005 to November 2009.

The essence of the second allegation is that you did not adequately register your employment as Chairman of Dairy UK in the Register of Members' Interests from 2005 to 2008 and that you used your parliamentary funded staff to support you in this employment.

I am not undertaking an inquiry into the nature of the particular claims you have made against the Additional Costs Allowance over this period since these are matters which are subject to the audit being undertaken by Sir Thomas Legg, which is now at an advanced stage, and because I believe those matters can be resolved without prejudice to my consideration of the central allegation against you.

Claims for your home in North Yorkshire

The Code of Conduct for Members provides in paragraph 14 as follows:

"Members shall at all times ensure that their use of expenses, allowances, facilities and services provided from the public purse is strictly in accordance with the rules laid down on these matters, and that they observe any limits placed by the House on the use of such expenses, allowances, facilities and services."

The relevant rules at the start of the period for this inquiry would appear to be those set out in the Green Book for April 2005. In the introduction to that edition, Mr Speaker Martin wrote:

"Members themselves are responsible for ensuring that their use of allowances is above reproach. They should seek advice in cases of doubt and read the Green Book with care. In cases of doubt or difficulty about any aspect of the allowances or how they can be used, please contact the Department of Finance and Administration. The Members Estimate Committee, which I chair, has recently restated the Department's authority to interpret and enforce these rules."

The rules in relation to the Additional Costs Allowance are set out in section 3 of that Green Book. The scope of the allowance is set out in paragraph 3.1.1 as follows:

"The Additional Costs Allowance (ACA) reimburses Members of Parliament for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main UK residence (referred

to below as their main home), for the purpose of performing Parliamentary duties. This excludes expenses that have been incurred for purely personal or political purposes.”

Eligibility is set out in Section 3.2.1 as follows:

“You can claim ACA if:

a You have stayed overnight in the UK away from your only or main home, and

b This was for the purpose of performing your Parliamentary duties, and

c You have necessarily incurred additional costs in so doing, and

d You represent a constituency in outer London or outside London.”

Paragraph 3.4.2 refers to avoiding duplicate claims in the following terms:

“You must not claim ACA for more than one location at any time.”

Section 3.9.1 includes the following definition of a main home:

“When you enter Parliament we will ask you to give the address of your main UK home on form ACA1 for the purposes of ACA and travel entitlements. Members are expected to locate their main homes in the UK. It is your responsibility to tell us if your main home changes. This will remain your main home unless you tell us otherwise. The location of your main home will normally be a matter of fact. If have more than one home, your main home will normally be the one where you spend more nights than any other.

If there is any doubt about which is your main home, please consult the Department of Finance and Administration.

Constituency

For the purpose of the ACA, overnight stays within 20 miles of your constituency boundary are regarded as overnight stays within your constituency.

London

Similarly, for the purposes of the ACA, overnight stays within 20 miles of the Palace of Westminster are deemed to be overnight stays within London.”

The Green Book for July 2006 contained similar provisions to that of April 2005. But it added the following principles in paragraph 3.3.1 and 3.3.2:

“3.3.1. You must ensure that arrangements for your ACA claims are above reproach and that there can be no grounds for a suggestion of misuse of public money. Members should bear in mind the need to obtain value for money from accommodation, goods or services funded from the allowances.

3.3.2. You must avoid any arrangement which may give rise to an accusation that you are, or someone close to you is, obtaining an immediate benefit or subsidy from public funds or that public money is being diverted for the benefit of a political organisation.”

Paragraph 3.4.1. provided as follows:

“...

If on your journey to London or your main home you cannot practicably reach your destination on the same day as your day of departure, you may claim the cost of an overnight stay en route to your

destination. Any such arrangements must be cleared in advance with the Department of Finance and Administration.”

The rule on avoiding duplicate claims was expanded as follows in paragraph 3.5.2:

“You must not claim ACA for more than one location at any time unless the DFA has specifically approved other arrangements in writing.”

The Green Book published in March 2009 makes provision for Members’ Personal Additional Accommodation Expenditure. The fundamental principles governing all claims against parliamentary allowances are set out in paragraph 1.3. The principles include the following:

- *“Claims should be above reproach and must reflect actual usage of the resources being claimed.*
- *Claims must only be made for expenditure that it was necessary for a Member to incur to ensure that he or she could properly perform his or her parliamentary duties.*
- *Allowances are reimbursed only for the purpose of a Member carrying out his or her parliamentary duties...*
- *Members must ensure that claims do not give rise to, or give the appearance of giving rise to, an improper personal financial benefit to themselves or anyone else.*
- ...
- *The requirement of ensuring value for money is central in claiming for accommodation, goods or services — Members should avoid purchases which could be seen as extravagant or luxurious.”*

Section 2.1 sets out the provisions for the Personal Additional Accommodation Expenditure. Paragraph 2.1.1 sets out the purpose of the allowance as follows:

“...It may only be used to meet the following costs:

- *Rent or mortgage interest*
- *Hotel expenses*
- *Utilities and telecommunications charges*
- *Furnishings*
- *Maintenance, service agreements, cleaning and insurance*
- *Subsistence.”*

Paragraph 2.1.2 sets out eligibility as follows:

“PAAE can be claimed if the principles set out in Part I have been complied with, and

- *If your main home is in the constituency, for overnight stays in London*
- *If your main home is in London, for overnight stays in the constituency*
- *If your main home is neither in London nor the constituency, you can choose in respect of which of these areas to claim PAAE.*

For these purposes, ‘constituency’ is regarded as any point within 20 miles of the constituency boundary.

PAAE may also be claimed if a Member performs parliamentary duties in an area of his or her constituency where a stay overnight is reasonably necessary in view of the distance from his or her main home.”

These provisions with respect to the Personal Additional Accommodation Expenditure were reproduced in the July 2009 edition of the Green Book, except for paragraph 2.1.1. which now sets out the purpose of the allowance as follows:

“...It may only be used to meet the following costs:

- *Rent (including ground rent)*
- *Mortgage interest*
- *Council tax*
- *Hotel accommodation*
- *Utility bills (gas, water, electricity, oil, telephone calls and line rental)*
- *Service charges*
- *Insurance (buildings and contents)*
- *Overnight Subsistence.”*

Use of parliamentary funded staff

The rules in relation to Members’ staff funded from the staffing allowance are set out in section 6 of the April 2005 Green Book. Section 6.1.1 sets the scope of the allowance as follows:

“The staffing allowance is available to meet the costs wholly, exclusively and necessarily incurred on the provision of staff to help you perform your Parliamentary duties. Further details of allowable expenditure are set out at paragraph 6.10.1.”

Section 6.2.1 deals with eligibility as follows:

“Subject to the paragraphs which follow, all Members of Parliament may draw on the staffing allowance to pay their staff. It is a Member’s responsibility to ensure that staff paid from this allowance are:

- *employed to meet a genuine need in supporting you, the Member, in performing your Parliamentary duties;*
- *able and (if necessary) qualified to do the job;*
- *actually doing the job*
- *and that the resulting costs, in so far as they are charged to this allowance, are reasonable and entirely attributable to the Member’s Parliamentary work.”*

Paragraph 6.10.1 gives examples of expenditure which is allowable and examples of expenditure which is not allowable. Expenditure not allowable includes the following:

“Staff who are employed on party political duties or non-parliamentary duties.”

Similar provisions were made in the July 2006 Green Book.

Registration of interests

The rules in relation to the registration of Members’ interests are set out in the Guide to the Rules. The Guide to the Rules as it was in December 2005 defines the purpose of the Register of Members’ Interests in paragraphs 9 and 10 as follows:

“9. The main purpose of the Register of Members’ Interests is ‘to provide information of any pecuniary interest or other material benefit which a Member receives which might reasonably be thought by others to influence his or her actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament.’ The registration form specifies ten Categories of registrable interests which are described below. Apart from the specific rules, there is a more general obligation upon Members to keep the overall definition of the Register’s purpose in mind when registering their interests.

10. The purpose of registration is openness. Registration of an interest does not imply any wrongdoing.”

Category 1 sets out provisions for the registration of a Member’s remunerated employment including the following:

“In this Category, and in others, ‘remuneration’ includes not only salaries and fees, but also the receipt of any taxable expenses, allowances, or benefits, such as the provision of a company car. Remuneration which in the course of a calendar year does not exceed 1 per cent of the current parliamentary salary may be disregarded. It is necessary to register the name of the company in which the directorship is held and to give a broad indication of the company’s business, where that is not self-evident from its name. In addition to any remunerated directorships, a Member is required to register any directorships he or she holds which are themselves unremunerated but where the companies in question are associated with, or subsidiaries of, a company in which he or she holds a remunerated interest. Otherwise, Members are not required to register unremunerated directorships (see Category 10).”

The guidance above paragraph 49 includes the following extract from part of the resolution of the House on agreements for the provision of services:

“Any Member proposing to enter into an agreement which involves the provision of services in his capacity as a Member of Parliament shall conclude such an agreement only if it conforms to the Resolution of the House of 6th November 1995 relating to Conduct of Members; and a full copy of any such agreement including the fees or benefits payable in bands of: up to £5,000, £5,001–£10,000, and thereafter in bands of £5,000, shall be deposited with the Parliamentary Commissioner for Standards at the same time as it is registered in the Register of Members’ Interests and made available for inspection and reproduction by the public.”¹³⁶

Paragraph 49 provides further explanation, including:

“Under a Resolution of the House of 6 November 1995 the House agreed that Members should deposit certain agreements for the provision of services with the Parliamentary Commissioner for Standards. The two Resolutions set out above have continuing effect. Any Member who has an existing agreement or proposes to enter into an agreement which involves the provision of services in his or her capacity as a Member of Parliament should:

- *ensure that the agreement does not breach the ban on lobbying for reward or consideration (see paragraphs 71–82 below);*
- *put any such agreement in written form;*
- *deposit a full copy of the agreement with the Commissioner. The agreement should indicate the nature of the services to be provided and specify the fees or benefits the Member is to receive in bands of (1) up to £5,000; (2) £5,001 to £10,000 (and thereafter in bands of £5,000);*
- *make the appropriate entry in the Register of Members’ Interests; and*

¹³⁶ Part of a Resolution of the House of 6 November 1995, amended on 14 May 2002

- *declare the interest when it is appropriate to do so (see paragraphs 55–70).*

Deposited agreements may be inspected in the Committee Office of the House of Commons.”

Further guidance is provided in paragraphs 50–54.

I would welcome your comments on the two allegations in the light of this summary of the relevant rules. In particular in relation to the first allegation it would be helpful to know:

the details with location and dates, of the designation of your main and additional homes for the purpose of your claims against parliamentary allowances in each financial year and part financial year from January 2005, and the reasons for these designations;

1. a description of your additional home in North Yorkshire, including the accommodation it provides and how you have used it in support of your parliamentary duties in each of the financial years since you designated the property as your additional home in 2005;
2. the number of nights you estimate you have spent in your main home, in your additional home, and elsewhere in each financial year or part year since you designated your property in North Yorkshire as your additional home for the purposes of your claims against parliamentary allowances in 2005. I appreciate that this is likely to be a best estimate, but it would be helpful if you could make it as accurate as possible, and if you could let me know, with supporting documentation, the basis on which you have made these estimates. This will be important in helping to establish the use you have made of the property throughout the period in question. Any comments on any changes of the pattern of your use and the reasons would be most helpful;
3. your estimate of the number of occasions in each financial year since you designated your North Yorkshire home as your additional home in 2005 when you have undertaken parliamentary duties in your constituency without either spending the night or visiting that home for the purpose of your parliamentary duties, and what alternative arrangements you then made. Again your best estimates would be helpful together with the basis on which you have made them. For this purpose, it would be helpful if you could distinguish between overnight stays and other visits to the property; and if any visits to the property to review such things as building work or its general condition could be separately identified from visits in the course of your parliamentary duties;
4. whether you could identify, with dates, periods when you did not have access to the property together with the reasons;
5. why you consider, if you do so, that it was necessary to make these claims in the performance of your parliamentary duties and that they provided value for money;
6. whether you could provide me with a list of people who may be able to confirm your use of the additional home;
7. what discussions if any you had at any time during this period with the House authorities about any aspect of your arrangements for your additional home in North Yorkshire with any supporting documentation you may have.

In relation to the second allegation, it would be helpful to know:

the dates of your employment as Chairman of Dairy UK, the reasons you took the job, the nature of the work and the remuneration you received;

8. what consideration you gave to the registration of this employment in the Register of Members' Interests, including providing the Registrar with an agreement for the provision of services; what discussions you had with the Registrar about this; and what was the outcome;
9. what support you were given by anyone employed by you or anyone else, in fulfilling your duties as Chairman of Dairy UK;

10. whether you were given any support in your role by your parliamentary staff; if so, the nature of that support, the amount of time on average each member of staff worked supporting you as Chairman of Dairy UK, and how much of that time, if any, was funded from parliamentary resources;
11. whether you could identify for me anyone who could provide information about any staff support you had for this work, including members of your staff who worked in any of your offices at the time;
12. what discussions you had at any time during this period with the House authorities about any aspect of your arrangements as Chairman of Dairy UK.

Any other points you may wish to make to help me with this inquiry would, of course, be very welcome.

I enclose a note which sets out the procedure I follow (although, of course, in this case there is no complainant).

It would be very helpful if you could let me have a response to this letter within the next three weeks. If there is any difficulty about this, please get in touch with me at the House. I would of course be very happy to have a word about any aspect of my inquiry once you have received this letter, as you suggest in your letter to me, but I would still need your written response.

I would be very grateful for your help on this matter.

24 November 2009

5. Letter to the Commissioner from Rt Hon David Curry MP, 26 November 2009

Thank you for your letter of November 24, 2009 concerning the allegations about my use of the ACA for my Yorkshire cottage and my role as Chairman of Dairy UK.

Although the allegations relate to the period from 2005 it may be helpful to fill in a little background. I bought [name of house] in 1987. It has been designated my second home for ACA purposes since then with the exception of a single year (04/05) which I will explain below. It is also my second home for tax purposes and so will be subject to capital gains tax upon sale. My main home has been [Essex address] since its purchase in the early 1980s.

In, I think, 1990 my wife purchased a small house in [London] which I occupied during the Parliamentary week. For the record no claims of any description were ever made against this property.

It is a matter of all-too public record that I had an affair which ended in January 2004. For a year my wife and I separated and I rented a flat in [London] to stay when I was in London. I designated this flat as my second home because I simply could not carry the continuing financial costs of the family home and those of the London flat out of my income. I did carry the costs of Fearby out of my income.

In March 2005 my wife and I were reconciled. I immediately gave up the London flat and re-designated Fearby my second home, thus resuming the status it had had since 1987. In the light of the reconciliation I made two important decisions. The first was that I would commute to London on a daily basis. The second was that I would try to organise my activities in the constituency so as to minimise the nights spent away from home even if this meant arriving back in Essex in the early hours of the morning.

I hope the above puts the information I shall supply below in context. I believe it also answers your Question 1.

[My constituency home] is a semi-detached stone house on the very edge of the village of Fearby. Downstairs it comprises a living room, a narrow dining room, a kitchen, small bathroom and 'utility' room—mainly cupboards. Upstairs there is a large bedroom, and two small bedrooms together with a bathroom. Externally there is a stone-built double garage. It serves as a base in a constituency which is one of the largest in the UK and straddles the Pennines. I use it for rest and recovery between engagements, to prepare for engagements, change clothes where appropriate, where possible to have a meal in a relaxed surrounding, to dictate letters etc

arising from surgeries and visits and deal with issues over the telephone. For the record I would ask you to note the consistently low level of claims against this cottage with the exception of the period of remedial work (see question 5). Even with the remedial work the claims totalled below half the maximum permitted and when the *Yorkshire Post* tabulated the cost to the taxpayer of the ACA I believe I emerged as the second most frugal claimant in Yorkshire.

Question 3, as you admit, is very difficult to answer with precision. I live round the year in my main home except for holidays and periods when I have to be away in pursuit of my parliamentary duties in the constituency or elsewhere. In 2005 I lived in the cottage throughout the general election campaign. But, as I have made clear above, whilst I used the cottage constantly during the years in question I sought to return home whenever possible without skimping on constituency duties.

Therefore, in the present Parliament I have very rarely used the cottage for overnight stays and I see little point in trying to pinpoint the rare nights when I did stay there. The reason is as I have stated above and I believe that any reasonable person would understand my action. But, again as illustrated above, I did use the cottage extensively in support of my constituency duties.

I estimate that over the period in question I have carried out constituency duties some three weekends out of four during parliamentary sessions and outside of the main holiday periods. Skipton and Ripon is a huge constituency and I can drive for two hours whilst remaining within its boundaries so it cannot be serviced without intensive effort and a great deal of driving. I hold surgeries in Skipton (where the association office is located), Settle, Bentham and Ripon on a regular basis. I would visit the cottage whenever I was on the Ripon side of the constituency or had to cross from one side to the other of it since the most direct road across the Pennines goes within two miles of the front door!

On about three occasions I have stayed at the Skipton Travelodge to minimise driving. For example, on Thursday November 5 I was in Westminster until just after 8 p.m. My constituency work in Skipton the following day began just after 8 a.m. (disputed land in Carleton St.) I could have driven to the cottage, arriving around midnight, then have left sometime before 7 a.m. to drive across the Pennines to be in Skipton. It made more sense to drive to Skipton, have at least a shot at a decent night's sleep, and be on hand to start the following day relatively fresh. All the costs of such stays were met out of my own pocket and all the bookings made openly by my office.

There was one period of seven months in 2007 and 2008 when the cottage was totally uninhabitable because of works to remedy a damp-proof course which had failed. Since this question has been raised by Sir Thomas Legg I enclose a copy of my letter to him which addresses it.

I should also like you to be aware of another factor which influenced my activities. My father [...] lived by himself in [...] on the north-east edge of Leeds. He died in June 2008 at the age of 90. For the last two years of his life he suffered from an advanced cancer. My brother and I took every opportunity to stay with him and as the house was less than an hour's drive from both Skipton and Ripon I was able to do this without dislocation of constituency duties.

I believe I was justified in maintaining a constituency cottage which had been bought immediately upon my election as MP given the quite exceptional demands of looking after a constituency which stretches from the Leeds boundary to the furthest north-west corner of North Yorkshire. Over the whole of the period it has been used to support my duties. Two years ago the mortgage was paid off (and claims ceased immediately) so the current level of claim is very low indeed. Please note also that as I approach retirement I am meeting some costs for the cottage which would be legitimate claims against ACA. I have recently had to have part of the boundary wall rebuilt and although I received Fees Office approval for this work I do not believe I could justify seeking reimbursement for the £1,500 cost so close to my retirement.

All claims have been wholly, exclusively and necessarily incurred for the purpose of performing my Parliamentary duties. Indeed, given that at no stage have I carried out enhancements to the cottage either in terms of construction, facilities or furnishings (most of which dates from 1987). I am not sure what other purpose my claims could be deemed to have served. No-one other than myself, family or non-family, has used the cottage for any purpose whatsoever.

...

The only discussions I have had with the House authorities about the cottage have related to the damp proof course and are covered in the Legg enquiry.

Dairy UK

I was approached to apply for the job of chairman of Dairy UK by Sir Don Curry (no relation) who had chaired a Government inquiry into the food and farming industry. He had recommended that the dairy processing industry should set up a single UK-wide body to represent its interests and be the interlocutor of Government, the European institutions, and bodies like the Food Standards Agency and the Environment Agency. He wanted a chairman who understood not only the farming side of the industry but who was familiar with the politics of food and knew his way round government in the broadest sense. I had been chairman of European Parliament Agriculture Committee, Minister for farming and fisheries during the negotiation of the first major CAP reform process, Chairman of the Commons Agriculture Committee and had a huge agricultural constituency. My past experience of the industry was the key reason for my appointment and I made absolutely clear when my appointment was being discussed that I intended to follow scrupulously the House rules on advocacy.

I took the job because it seemed a very exciting challenge, particularly in the light of the “*new agendas*” for the industry—health and lifestyle, environment (the dairy industry is a major source of greenhouse gases), and changing consumer demand for more sophisticated products. In addition it was directly relevant to my constituency work at a time when dairy farmers were going through an exceptionally difficult period. My role was to chair the two-monthly meetings of the Board (at the offices at 93 Baker at W1U 6QQ), make representations to government, and participate in public events like conferences and the annual Dairy Event as well as to review the work of the Director General. I also represented Dairy UK in the meetings of the Dairy Forum—a group chaired by the Agriculture Minister bringing together all elements of the dairy industry to discuss matters of common interest.

My chairmanship took effect in August 2005 at a salary of £35,000 a year. This increased to £36,400 in August 06 and to £38,220 the following August. I was paid £20,000 in compensation when the appointment was abruptly terminated following a decision by the Board to have an industry as opposed to an external chairman.

I registered my role with the House authorities and I enclose the correspondence. The most relevant document is my letter to [the Registrar of Members’ Interests] dated December 13, 2005 and her response the following day which states: “*I fully understand that you wish to make the position clear in relation to your chairmanship of Dairy UK, and I think that the third paragraph of your letter does that.*” Following a further exchange [the Registrar of Members’ Interests] did not pursue the matter of securing a certificate of compliance from Dairy UK. I had not remembered this correspondence until it was brought to my attention: I now recall that my feeling was that any MP who accepted an appointment and then had to produce a letter saying he would not be asked to break the rules would have been very negligent indeed: the obvious course of action was to make it clear, as I did, that all my actions would be governed by the rules of the House and that if this was not understood it would preclude my appointment. [The Registrar] accepted that the rules would benefit from clarification.

The support for my role came from the staff of Dairy UK, notably [...] its Director General and his secretary [...] and, during my activities in the regions, notably Northern Ireland, its regional directors. Baker St housed the entire staff of the organisation with the exception of people in the regions and the Board meetings took place there. In preparation for Board meetings and to discuss the annual salary round I would either go to Baker St or [the Director General] would come to my office here if my Westminster commitments constrained my time. These meetings required no servicing from my staff.

My Westminster staff were involved in three areas: diary co-ordination with Dairy UK; the printing on Dairy UK notepaper of a few letters which were e-mailed from Dairy UK and the even more occasional transcription of a letter I dictated; the initial bookings for (but not organisation of) two Dairy UK events which took place in the Commons to which invitations were sent to all MPs, ministers and peers involved in the agricultural industry. I am attaching a complete read-out of e-mail traffic between Dairy UK and my secretary. You will note that the overwhelming majority of exchanges related to diary arrangements; others

were for information only and received no reply. They would also have been copied to my private e-mail address.

The two members of staff involved were [...] who is responsible for diary arrangements and [...] who deals, notably, with issues which flow from constituency activities including surgeries. Within Dairy UK the obvious contact is [...] the Director General and his deputy [...].

The only contact I had with the House authorities about my role with Dairy UK is contained in the exchanges with [the Registrar]. I notified her of changes in salary as they occurred in order to keep the Register up to date.

I hope this preliminary letter will at least narrow down the issues for your further enquiries. I would like to meet you as soon as possible to go through its contents.

26 November 2009

6. Letter to Rt Hon David Curry MP from the Commissioner, 3 December 2009

Thank you for your letter of 26 November responding to mine of 24 November about my inquiry into your use of your constituency home in North Yorkshire and matters arising out of your employment as Chairman of Dairy UK. I was very grateful for such a prompt reply. [...]¹³⁷

I think it would be most convenient if I pursued each of these allegations separately. This letter, therefore, is only about your North Yorkshire property.

I have it in mind to seek the advice of the Department of Resources about this matter, but before doing so, it would be helpful if you could clarify the following points:

1. Your overnight stays in the cottage. You say that, in the present Parliament, you have “*very rarely used the cottage for overnight stays.*” I assume that that statement applies from March 2005, when you re-designated the property as your second home. It would, however, be very helpful to have an idea of how you would define “*very rarely*”. If, as you implied, your pattern was the same from March 2005, could you estimate how many overnight stays a year you had in the property in each financial year since that date?
2. You say that you have stayed at the Travelodge in Skipton on about three occasions. Could you confirm whether that was three occasions between March 2005 and the present?
3. Could you also identify how often you stayed overnight in other accommodation in or near your constituency in each of the relevant financial years?

In order to expedite my consideration of this complaint I propose, when I write to the Department of Resources, to ask them to provide me with a summary of your ACA claims for your constituency home from March 2005 to date.

If you could let me have a response to this letter within the next two weeks, that would be most helpful in taking this inquiry forward.

Thank you for your help.

3 December 2009

¹³⁷ Not relevant to the inquiry.

7. Letter to the Commissioner from Rt Hon David Curry MP, 8 December 2009

Thank you for your letter of December 3 concerning my use of my constituency cottage.

As I stated in my earlier letter I have used the cottage constantly as a base (except when it was uninhabitable because of works to replace a damp proof course) but have sought whenever possible to return to my home [in Essex] to minimise the time spent away from my wife and family. The following information must be seen in that context.

In the 05/06 financial year I estimate that I stayed overnight in the cottage around 20 times because I used it as a base throughout the General Election campaign. The following year (06/07) I estimate that I stayed overnight no more than a couple of occasions. In 07/08 the availability of the cottage was severely restricted by the works on the damp-proof course which began on November 30 and continued through the remainder of that year. In the period before the end of November I stayed, perhaps, on two occasions overnight in the cottage. The works continued until June 27 the following year (08/09) when I was able to take re-possession of the cottage though the drying out process had not been completed and I installed, on professional advice, dehumidifiers to accelerate the process.

The first half of the 2008 calendar year coincided with the severe deterioration in my father's health due to the spread of cancer (the condition had been aggravating for two years) and I stayed regularly with him (see below.) I would, of course, have chosen to stay with him even had the cottage been habitable. Following his death on June 19, 2008 I believe I stayed in the cottage on two occasions even though I continued to use it regularly as a base.

I am sorry that I cannot bring greater precision to this chronology but I believe the above is a fair estimate.

I have managed to dig out records of bookings at the Travelodge. I stayed there on October 20, 2006: I cannot recall the circumstances of that stay. I booked to stay in the Travelodge on February 2, 2009 when I intended to travel up by train to announce my intended retirement to the Constituency Executive which was to meet in Cracoe village hall; in the event it snowed and the weather was so severe that the Executive meeting was cancelled and so was my booking. I stayed there on February 26, 2009 after attending a major Association dinner at the Coniston Hotel, Coniston Cold, which was unlikely to (and did not) terminate before 11 pm I stayed there again on November 5, 2009 when I drove up from London and had my first engagement in Skipton shortly after 8 am the following morning.

On July 3, 2009 I stayed with my wife at the Tempest Arms in Elslack near Skipton following a heavy surgery in the Skipton office in order to attend a garden party the following day near Starbotton to mark my approaching retirement.

You will note that all these engagements were on the Skipton side of the constituency at least an hour's drive from the cottage and in some cases one and a half's drive from Fearby.

The only other accommodation I used regularly was my father's home [near Leeds]. Since his home was, literally, 100 metres off the most direct route from the south to Skipton (and a very short detour from the route to Ripon) I called there on almost all my visits to the constituency and would stay with him on special occasions like birthdays. As his illness deteriorated I stayed overnight with him (he lived alone) much more frequently in co-ordination with my brother. In the final days of his life we were both there constantly. I was able to serve the constituency effectively from my father's house because it lay within 30 miles of both Skipton and Ripon—rather less than the distance between Skipton and Ripon!

Following my father's death and the granting of probate the house was put up for sale. I continued to call in to check that there were no problems. I believe these visits included two overnight stays following the discovery of problems with the central heating control system.

I am entirely happy for you to seek information from the Department of Resources. I have kept copies of all my ACA claims (which are modest even with the costs of the repair work attributable to ACA and extremely modest without them!) so am ready to respond to any queries you may have.

8 December 2009

8. Letter to the Director of Operations, Department of Resources, from the Commissioner, 8 December 2009

I would welcome your advice and comments on this inquiry I am conducting into the use made by the Rt Hon David Curry MP of his Yorkshire cottage for which he made claims against the Additional Costs Allowance.

I have initiated this inquiry at the request of Mr Curry and with the agreement of the Committee on Standards and Privileges. In essence, the allegation I am inquiring into is that Mr Curry made claims against his allowances for his additional home which were not wholly, exclusively and necessarily incurred for the purpose of performing his parliamentary duties and which failed to have sufficient regard to obtaining value for money from the accommodation on account of the allegedly limited extent to which he used the property from 2005 to November 2009.

I attach a copy of my initial letter to Mr Curry of 24 November. You will see that it also covers a separate allegation against Mr Curry in respect of his employment as Chairman of Dairy UK. I am considering that matter separately and I am not at the point where I need to seek your advice about it. I attach also a copy of the *Daily Telegraph* articles of 20¹³⁸ and 21¹³⁹ November which led to Mr Curry's self referral and in which the allegations are contained; a copy of that part of Mr Curry's letter of 26 November which responds to the allegation about his use of his Yorkshire cottage and a copy of my letter to him of 3 December responding to this letter and his reply of 8 December.

I would welcome your comments and advice on this matter. In particular, it would be helpful to have your advice on the application of the rules in respect of Members' claims for the Additional Costs Allowance (and since April 2009 the Personal Additional Accommodation Expenditure) given Mr Curry's estimate of the number of his overnight stays in the cottage from 2005 to November 2009. If you consider that Mr Curry was eligible to claim for these allowances within the rules of the House, then it would be helpful also to have your advice on the extent of his use of the cottage, his use of alternative overnight accommodation when Mr Curry was in his constituency, and the relationship between that use and the provisions in the rules in respect of value for money.

Finally, I would be grateful if you could let me have a summary of Mr Curry's ACA and PAAE claims which have been made and met over the period from 2005 to November 2009, broken down by category and financial year.

Any other comments you wish to make would, of course, be most welcome.

I hope it might be possible to let me have a response to this letter, taking account of the recess, by the end of the first week in January. I am most grateful for your help.

8 December 2009

9. Letter to the Commissioner from the Director of Strategic Projects, Department of Resources, 5 January 2010

Thank you for your letter of 8 December to [the Director of Operations]. I have been asked to reply on behalf of the Department of Resources.

Mr Curry has always registered his main home as being in Essex. He was therefore able to decide whether to claim Additional Costs Allowance (ACA)/Personal Additional Accommodation Expenditure (PAAE) in respect of stays in his constituency or stays in London. I can confirm that, from 1 April 2004 until June 2005,

¹³⁸ WE 2

¹³⁹ WE 3

Mr Curry designated an address in London as his second home. From July 2005 until 30 November 2009, his designated second home was an address in his constituency. As you request, I enclose a summary of Mr Curry's ACA and PAEE claims from 1 January 2005 to 30 November 2009, broken down by category and financial year.¹⁴⁰

Mr Curry's letters to you suggest that he occupied the constituency residence during the 2005 election campaign (though, since ACA/PAEE cannot be claimed during a Dissolution, this is not relevant) but tells you that otherwise he "very rarely" used the accommodation for overnight stays during the present Parliament (from his letter of 8 December 2009, this appears to mean about six occasions).

ACA was, and PAEE is, intended to reimburse Members for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main residences for the purpose of performing parliamentary duties. The Department has, however, never sought from Members any account of the number of nights which they spend in their designated second home.

There are sometimes extenuating circumstances which mean that second home accommodation cannot be occupied for periods when the Member remains obliged to continue rental or mortgage payments. Examples might include accommodation unfit for habitation because of fire or flood damage, or because of circumstances in the Member's personal life (for example, the chronic illness of a close relative) which mean that it is not practical or opportune to occupy the accommodation for a period.

Mr Curry refers to certain extenuating circumstances. First he explains that he was not able to occupy the property from 30 November 2008 until 27 June 2009 because of damp proofing works. The Department would certainly have regarded it as acceptable for a Member not to occupy a home on which allowances were claimed while it was not able to be occupied because of works of this nature.

Mr Curry further tells you that he decided to stay in Leeds with his seriously ill father during the two years up to his father's death in June 2008. Again, this would be an acceptable reason for not occupying the premises.

However, Mr Curry also says that he decided for personal reasons to minimise the number of nights he spent away from his main home from March 2005. When he made that decision, it might have been appropriate for him to consider on value for money grounds whether he needed any longer to claim the cost of a second home in his constituency. He would, of course, have been entitled to claim for hotel accommodation instead.

Mr Curry tells you that he did use the address during the day as a base for work or relaxation purposes. While the incidental use of a second home for parliamentary work is common, it is not the purpose for which the home is funded from the allowances. Although Green Books have not said this explicitly, ACA/PAEE assistance with mortgage or rental costs has been predicated on the need for the Member to have overnight accommodation and therefore assumes the use of the premises for overnight accommodation. Separate allowances apply to office accommodation.

Mr Curry tells you that he stayed in various hotels in his constituency. He made only one claim against hotel costs, in February 2005, which was rejected by the Department. Mr Curry has never made any claims in respect of his stays at his father's home.

Mr Curry did not discuss the use of his constituency home with officials of the Department, so far as our records show.

Please let me know if we can provide any further information.

5 January 2010

¹⁴⁰ Not included in the written evidence. The table at WE 10 is based on the revised information provided by the Director on 2 March.

10. Summary of Rt Hon David Curry MP's ACA and PAAE claims made and payments received, 1 April 2004 to 30 November 2009

Rt Hon David Curry MP: ACA claims											
Financial year	Mortgage /Rent ¹⁴¹ (£)	Food (£)	Utilities (£)	Council tax/Water rates (£)	Telephone (£)	Cleaning (£)	Service, Maint. (£)	Repairs, Ins., Sec. (£)	Other (£)	TOTAL claimed (£) ¹⁴²	TOTAL paid (£)
2004-05	15,655	1,187	942	766	423	740	726	995	1,238	22,674¹⁴³	20,902
2005-06	5,965	993	784	1,389	94	720	754	591	198	11,488⁹⁰	10,366
2006-07	2,864	993	671	1,767	47	740	986	659	432	9,159⁹⁰	9,058
2007-08	1,567	1,079	623	1,540	35	720	2,876	966	35	9,439	9,439
2008-09	---	819	895	1,610	58	190	1,941	5,830	1,590	12,933¹⁴⁴	12,933
2009-10 ¹⁴⁵	---	---	312	1,391	17	---	305	258	---	2,283	2,283

4 March 2010

¹⁴¹ To June 2005, rent on London flat. Otherwise, mortgage interest on constituency home. The 2004-05 figure also includes £55 hotel claim.

¹⁴² Due to roundings, the totals may not match the sum of the individual figures.

¹⁴³ The total sums paid in 2004-05, 2005-06 and 2006-07 were less than the total Mr Curry claimed. This was partly a result of arithmetical differences between the total sums claimed and the sum of the individual components in some claims in each of these years. In addition, in 2004-05, Mr Curry's claim for hotel costs was disallowed and his March 2005 claim was not paid in full in order to keep within the ACA limit. In 2005-06, some claims were reduced on account of the dissolution period.

¹⁴⁴ Following review by Sir Thomas Legg, Mr Curry has since repaid £861 of this sum which he had claimed in respect of repair costs.

¹⁴⁵ To 30 November 2009.

11. Letter to the Director of Strategic Projects, Department of Resources, from the Commissioner, 7 January 2010

Thank you for your letter of 5 January responding to mine of 8 December about my inquiry into the use made by the Rt Hon David Curry MP of his Yorkshire cottage, for which he made claims against the Additional Costs Allowance.

I was grateful for this information. There were two particular points which I raised in my letter of 8 December to the Director of Operations and on which it would be helpful if you were able to provide me with the Department's advice. Both were set out in paragraph 4 of my letter.

The first was whether, in the circumstances described by Mr Curry, he was in your judgement eligible throughout this period to claim against the Additional Costs Allowance for his constituency cottage given the amount of overnight use he intended and in fact made of it.

The second question was whether, if the Department considers that Mr Curry was eligible to claim ACA on this cottage, the Department would have any considered view on whether it met the rules in respect of a Member having regard to providing value for money for their accommodation claims.

It would be helpful if possible to have your advice and guidance on these two points.

If you could let me have a response within the next two weeks, that would be most helpful.

7 January 2010

12. Letter to the Commissioner from the Director of Strategic Projects, Department of Resources, 12 January 2010

Thank you for your letter of 7 January in response to my letter of 5 January.

I am sorry that you did not think that I had dealt with the points which you made in paragraph 4 of your letter of 8 December.

I tried to explain that there are sometimes extenuating circumstances which mean that second home accommodation cannot be occupied for periods when the Member remains obliged to continue rental or mortgage payments, and that the circumstances to which Mr Curry refers (essential remedial works; the need to stay with a sick father) would be examples of the sorts of extenuating circumstances which would have been acceptable reasons for temporary non-occupation of ACA premises.

I also said that when Mr Curry decided for other personal reasons to minimise the number of nights he spent away from his main home from March 2005, it might have been appropriate for him to consider on value for money grounds whether he needed any longer to claim the cost of a second home in his constituency.

To answer the questions in your most recent letter: if Mr Curry was prevented temporarily from occupying his cottage, he should have spoken to the Department. The Department would then have taken a view about whether, in the light of his circumstances, he would be eligible for ACA payments for continuing obligations. If he had said that he did not intend to use the cottage for overnight stays, he should have been advised that he ought not to claim for its costs under ACA. If he had said that he intended to use it for overnight stays (as he says himself he actually did) "*very rarely*", the Department should have discussed with him whether a claim would represent value for money. He should himself also have considered retrospectively whether his actual overnight use of the cottage represented value for money.

The Department were not aware of the full facts and intentions about occupancy at the time. However, as the Committee on Standards and Privileges has made clear, the Department administers the rules, while it is Members who are responsible for ensuring that their conduct remains within those rules.

Please let me know if I can help further.

12 January 2010

13. Letter to Rt Hon David Curry MP from the Commissioner, 13 January 2010

I have now heard back from the Department of Resources with their comments in relation to my inquiry into the claims you made against the Additional Costs Allowance for your constituency cottage.

I attach a copy of my letter of 8 December to the Director of Operations; a copy of the response of 5 January from the Director of Strategic Projects; a copy of my further letter to him of 7 January and a copy of his response of 12 January.

As you will see, the Director has set out the sequence of considerations which the Department would have applied in the light of the circumstances as you have described them. The Department notes that if you had said that you did not intend to use the cottage for overnight stays, they would have advised you not to claim for its costs under the ACA. If you had said that you intended to use it “*very rarely*” they would have discussed whether a claim would represent value for money. The Department also consider the other circumstances you describe in relation to your property including damp proofing and your father’s illness.

I would welcome any comment you may wish to make on the Department’s advice, if possible within the next two weeks. Once I hear back from you, I will consider whether it would be helpful for us to meet for a formal interview. I should say that I am currently minded to prepare a Memorandum for the Committee on Standards and Privileges on this matter.

13 January 2010

14. Letter to the Commissioner from Rt Hon David Curry MP, 27 January 2010

Thank you for your letter of 13 January concerning the use of my constituency cottage. You ask me to comment on the replies from [...], Director of Strategic Projects in the Department of Resources, dated 5 and 12 January in response to your letters to the Department of Resources dated 8 December and 7 January.

In the first letter [the Director of Strategic Projects] argues that both the existence of circumstances which made a second home uninhabitable and the serious illness of a close relative would be regarded by the Department of Resources as extenuating circumstances which justified the continuation of claims even if the property were not, or rarely, being used. There is no mention of a need for prior discussion of these circumstances with the Department. When it comes to personal circumstances [the Director] writes that it might have been appropriate to discuss these with the Department of Resources. In the second letter, in response to a further letter from you, it is suggested that I should have sought prior advice from the Department of Resources concerning my pattern of use of the cottage. I believe it is reasonable to assume that the initial letter gives a more accurate indication of the Department’s probable response had I raised these issues with them.

I am grateful that [the Director] has confirmed that my Essex property has always been my main home and that at no point have I sought to alter designations to secure tax advantage. The cottage has always been my second home for purposes of capital gains tax.

I am also grateful that [the Director] has made clear that I never made any claim relating to my stays at my father’s house during the final stages of his illness. Equally he makes clear that I never sought to make any claim in relation to my hotel stays in the constituency with the single exception of a claim relating to February 2005 when weather conditions had made it impossible to drive over the Pennines from Skipton to my cottage.

I would also like to place on the record the fact that my claims for mortgage interest ceased the moment the mortgage on the cottage was paid off in autumn 2007.

I note that [the Director] affirms that the Department would have regarded my father’s illness as an extenuating circumstance relating to my use of the cottage. He also acknowledges that there was a period when the cottage was unfit for habitation because of the work (under insurance) to replace a failed damp-proof course. In fact you have in your files a letter I wrote in advance of this work to [an official] of the then

Fees Office alerting the department both to the fact that it was necessary to have some extensive work done in the cottage and that I intended to employ a consultant to manage the work.

I have owned my constituency cottage since 1987. The only period when it was not designated my second home was from April 2004 until June 2005 when I rented a flat in London and carried the costs of the cottage out of my own income. From June 2005 onwards I have commuted to London from my main home [in Essex]. In reaching your conclusions I believe it is reasonable to ask that you take into account my behaviour exemplified over the whole period of my ownership of the cottage.

The truth is that it never crossed my mind for a moment that there was an issue I should raise with the Department of Resources. I had lived in the cottage since 1987 (with the “*London exception*”) during which time my claims had been consistently modest and no dispute had ever arisen over them. No enhancements were carried out to the cottage and no programme of modernisation: the equipment, furnishing and fittings remain largely as they were in 1987. I even paid off part of the mortgage in advance which had the effect not only of reducing the monthly repayment of capital but also my claims in relation to mortgage interest. In the current financial year work which would have been eligible for reimbursement I have funded out of my own resources (rebuilding of a subsided garden wall, for example, at a cost of £1,500) because I did not believe I could justify such claims within a year of my retirement.

The table attached to [the Director’s] correspondence bears out the consistently low level of the claims made in respect of the cottage. The total from July 2005 (when I re-designated the cottage as my second home) to the present amounts to £39,871.14 removing the claims relating to the London flat. If we exclude food (not relevant to issue of the costs of maintaining the cottage) the total is £35,987.67. Had my claims reached the maximum allowable level this figure would have been at least double. An analysis of my claims between 1987 and 2004 would show the same pattern.

From July 2005, as in the period from 1987 to 2004, the cottage has been used necessarily, wholly and exclusively to support my constituency duties. I cannot emphasise enough the demands of a 700 square mile rural constituency straddling the Pennines. The boundaries rest on the Leeds and Bradford metropolitan borders in the south, the Lancashire border to the west and the Cumbrian border to the north. There is no dominant urban centre and the economic, transport and healthcare infrastructures are utterly different not merely between Skipton and Ripon but within the Craven and the Ripon/Harrogate part of the constituency. I could not carry out my functions without a constituency base and the cottage was in constant use as I have explained in earlier correspondence.

It would have taken a simple change of routine to stay overnight in the cottage after an evening engagement and leave very early the next morning for home rather than travel late at night. Had I realised I was in danger of infringing the rules this is what I would have done. I believe, however, that my decision to get home whenever possible after years of trying to manage a triangular life between London, Yorkshire and my family home [in Essex] will be understood.

I apologise without reserve if, because of my personal circumstances which I have explained frankly to you, I have transgressed the letter of the rules. I believe my actions have, throughout, been in keeping with their spirit. That is why I ask that your conclusions draw upon the whole period of my membership of this House.

I shall be happy to try to answer further questions and, if you feel it is helpful, to have a formal interview.

27 January 2010

15. Letter to Rt Hon David Curry MP from the Commissioner, 3 December 2009

Thank you for your letter of 26 November responding to mine of 24 November about my inquiry into the allegations about the use of your Yorkshire cottage and aspects of your work as Chairman of Dairy UK. I was very grateful for such a prompt reply. [...]

I think it would be most convenient to deal separately with the two allegations against you. This letter, therefore, is about your work as Chairman of Dairy UK.

I was grateful for the information provided in your letter. I am minded to seek evidence initially from the staff in your office whom you identify in your letter, but before doing so, I would be grateful if you could clarify the following points:

1. Could you let me know why you consider that your letter of 19 December 2005, together with the appointment letter of 14 April 2005 (which you may wish to send me for the purposes of this inquiry) does meet the terms of paragraph 49 to the Guide to the Rules? That paragraph asks the Member to ensure that the agreement does not breach the ban on lobbying for reward or consideration; that such an agreement is put in written form; that the full copy of that agreement is deposited with the Commissioner; and that the agreement indicates both the nature of the services to be provided and the fees or benefits the Member is to receive. I attach a copy of a skeleton agreement for the provision of services which this office send to Members who appear to be providing registrable services in their capacity as a Member of Parliament. It would be helpful if you could confirm whether you received this document.
2. Could you give me your estimate of the amount of time for which each member of your staff was involved in each of the three areas identified in your letter expressed as, say, hours per month?
3. Could you confirm that such time as your staff spent on this work was not separately remunerated but was remunerated from their parliamentary salaries?
4. Without breaching commercial confidence, it would be helpful to have an indication of whether your staff were in any way involved in following up the content of e-mails which are not specified in your list, such as those where the subject is “*confidential*” and “*various*”.

If you could let me have a response to these points within the next two weeks, that would be most helpful in taking this inquiry forward.

Thank you for your help.

3 December 2009

16. Letter to the Commissioner from Rt Hon David Curry MP, 8 December 2009

Thank you for your letter of December 3 concerning my role as chairman of Dairy UK.

I enclose a copy of my letter of appointment.¹ Board meetings were held in the Dairy UK headquarters in Baker St. once the NFU vacated its offices and, in fact, took place every two months.

You ask about the content of e-mails marked “*confidential*” and “*various*”. I am attaching them and think you will find them self-explanatory.

As to your substantive point about the disclaimer concerning lobbying I have to say that I have no recollection of receiving the copy of the agreement. Indeed, I did not know that the rule had become so formalised. I hope you will agree that there is nothing in the letter of appointment which suggests that my activities risked breaching the advocacy rules.

The charge is that I declined to produce a document declaring that I would not do what I had made clear in terms that I had no intention whatsoever of doing in any case. Had the position in Dairy UK been that of parliamentary advisor or consultant, reporting to the Director General and taking instruction from him it would have been entirely proper to set out the rules of the game. But I was taking the position of Chairman, with the Director General reporting to me, and I was in a position to determine the rules of the game.

¹ WE 17

I made absolutely clear to Sir Don Curry when he approached me to apply for the job that I would only consider the chairmanship if it were understood from the very beginning that I would operate under the rules of the House. When I was appointed it was on those terms, understood very clearly by [...] the Director-General of Dairy UK and by the members of the Board. I do not believe anyone could, reviewing the period of my chairmanship, accuse me of not having observed that rule absolutely.

I set this out in my correspondence with [the Registrar of Members' Interests] (I enclosed it with my letter dated November 26) and she let the matter rest. I therefore assumed that she was satisfied with my assurances. Had she returned to the issue, then or subsequently, and insisted that the formality of a signed document had to be observed, however superfluous I felt it to be, I would have complied.

Concerning staff work diary co-ordination was handled by [...] who is my head of office and diary secretary. This co-ordination could only be done by my office given the overwhelming proportion of my time committed to parliamentary and constituency activities. You may wish to note that [the head of office] was on leave from Easter to the end of Whitsuntide 2007. Other work, including the printing out of (very few) letters prepared in Baker St and e-mailed to the office and preparing the (exceptionally few) letters dictated by me fell to [the second staff member]. I estimate that the work done by each of them at less than one hour per month. They received no supplementary remuneration. I am sure that Dairy UK will confirm that support for my chairmanship was provided out of Baker St., with the very minor exceptions referred to above and detailed in my letter to you of November 26 covering the entire three year period of my chairmanship. In parliamentary recesses, when some of the major commitments fell, contact came directly to my home.

I hope the above is of assistance to you: I am ready, of course, to provide any further help you need.

8 December 2009

17. Letter to Rt Hon David Curry MP from the Chairman of Dairy UK, 14 April 2005

Further to recent interviews, I am delighted to offer you the position of Chairman of Dairy UK, with effect from Monday 1st August 2005.

As Chairman your key responsibilities will be to lead the organisation and to chair meetings of the Dairy UK Board. At present, there are eight of these meetings per year and they are held in the offices of the National Farmers' Union in London (although as you may know, the NFU is vacating these premises in the autumn of this year).

You will also be required to be involved in representational work on behalf of Dairy UK.

We envisage that the time commitment in terms of hours equates to around 35–40 days per year (as mentioned at interview stage).

The position carries a salary of £35,000 per annum. Payments will be paid monthly, in arrears, through our company payroll system and will be treated as income for a secondary employment. This means that Income Tax and National Insurance contributions will be deducted at source.

All payments will be made directly to a bank or building society account, nominated by you. We would therefore be grateful if you could provide your bank/building society details to us prior to your start date.

Most meetings are in London but from time to time some travel to other parts of the UK will be necessary. Dairy UK will of course meet all incidental costs incurred.

I attach for your information, a full list of the Key Responsibilities and Performance Measures which we have established for the Chairman.

The position will be approved and appraised by the Dairy UK Board on an annual basis.

There are two meetings of the Dairy UK Board prior to your appointment. These are on Wednesday 11th May 2005 (11 am at the NFU) and Wednesday 13th July (12 noon at the NFU). On the assumption that you

are able to confirm your acceptance of this position, I would very much appreciate your attendance at both these meetings. Indeed, we will use the occasion of our AGM on 11th May to make a formal announcement of your appointment.

As we have already discussed, it would also be appropriate for you to use the time before your appointment to meet with the individual Board Members to familiarise yourself with the issues and activities of the organisation. Dairy UK will of course reimburse you for all expenses incurred.

If you need any further information on any aspect of the appointment, please feel free to contact me or [the Director-General] direct [...]. Otherwise, I would be grateful if you could confirm to me in writing that you are happy to accept and proceed on the basis outlined above.

I would like to take this opportunity to say that we are all very much looking forward to working with you in the future and hope you will find the position interesting, enjoyable and of course, challenging!

14 April 2005

18. Letter to Rt Hon David Curry MP from the Commissioner, 10 December 2009

Thank you for your letter of 8 December responding to mine of 3 December about my inquiry into your role as chairman of Dairy UK.

I was most grateful for this response. I am now writing to [the head of office] and [the second staff member] to let them know the evidence you have provided about their work in support of your chairmanship of Dairy UK and inviting their evidence. I plan also to seek the advice of the Registrar of Members' Financial Interests. Before doing so, however, it would be very helpful if you could let me have the attachment to the letter of 14 April 2005 from Sir Donald Curry which, according to his letter, provided a full list of key responsibilities and performance measures established for the Chairman.

I am hoping that I will receive responses from the witnesses in early January and, when I do so, I will be back in touch. Thank you again for your help with this and for such a prompt response.

10 December 2009

19. Letter to the Head of Office of Rt Hon David Curry MP from the Commissioner, 10 December 2009

I would be most grateful for your help in respect of an inquiry I am conducting into Rt Hon David Curry MP's work as Chairman of Dairy UK.

I attach a note which sets out the procedure I follow when asking for help from witnesses. As you will see, our correspondence is at this stage private to the inquiry and should not be disclosed more widely. I would expect, however, to make your response available to Mr Curry for any comments he may wish to make and, in due course, to the Department of Resources if I need to ask them for advice. If I need to prepare a memorandum to the Committee on Standards and Privileges, then you can expect that your response will be included with my memorandum as part of the evidence I have received, and you can expect it to be published. If I decide not to make a report to the Committee, your letter will be kept on my files.

Mr Curry requested that I conduct an inquiry into the allegations made in the *Daily Telegraph*. The Committee on Standards and Privileges agreed that I should conduct this inquiry. In essence, the allegation in respect of Mr Curry's employment as Chairman of Dairy UK is that he did not adequately register this employment in the Register of Members' Interests from 2005 to 2008 and that he used his parliamentary-funded staff to support him in this employment. The allegation was reported in the *Daily Telegraph* of 21 November and I attach an online version of that article.

Mr Curry's evidence to me is that support for his role came from the staff of Dairy UK, notably its Director General, his secretary and, during his activities in the regions, notably Northern Ireland, its Regional

Directors. In preparation for board meetings and to discuss the annual salary round, Mr Curry would either go to Dairy UK's offices in Baker Street, or the Director General would come to Mr Curry's office in Westminster. These meetings required no servicing from his staff.

Mr Curry has told me that his Westminster staff were involved in three areas: diary co-ordination with Dairy UK; the printing on Dairy UK notepaper of a few letters and e-mails from Dairy UK, and the even more occasional transcription of a letter he dictated; and initial bookings for (but not the organisation of) two Dairy UK events which took place in the House of Commons. Mr Curry has noted that the overwhelming majority of e-mail exchanges related to diary arrangements; others were for information only and received no reply.

Mr Curry has also said that diary coordination was handled by you, in your capacity as Mr Curry's head of office and diary secretary. He has advised that coordination could only be done by his office, given the overwhelming proportion of his time committed to parliamentary and constituency activities. He notes that you were on leave from Easter to the end of Whitsuntide in 2007. He estimates that the work you did in respect of Dairy UK was less than one hour a month. You received no supplementary remuneration. In parliamentary recesses, when some of the major commitments fell, contact came directly to Mr Curry's home.

I would be most grateful for any comments you may wish to make on Mr Curry's description of the work you undertook as diary secretary in respect of Dairy UK, and his estimate of the time you spent on it. If you had any documentation or other evidence to demonstrate the work you did in respect of Mr Curry's chairmanship of Dairy UK, that would be most helpful. I would also welcome any other points you may wish to make to help me with this inquiry.

I appreciate that we are shortly to come into the Christmas recess, but I would be most grateful if you could let me have a response to this letter by the end of the first week in January. If there is any difficulty about this, do let me know. I would be most grateful for your help.

10 December 2009

20. Letter to second staff member of Rt Hon David Curry MP from the Commissioner, 10 December 2009

I would be most grateful for your help in respect of an inquiry I am conducting into Rt Hon David Curry MP's work as Chairman of Dairy UK.

I attach a note which sets out the procedure I follow when asking for help from witnesses. As you will see, our correspondence is at this stage private to the inquiry and should not be disclosed more widely. I would expect, however, to make your response available to Mr Curry for any comments he may wish to make and, in due course, to the Department of Resources if I need to ask them for advice. If I need to prepare a memorandum to the Committee on Standards and Privileges, then you can expect that your response will be included with my memorandum as part of the evidence I have received, and you can expect it to be published. If I decide not to make a report to the Committee, your letter will be kept on my files.

Mr Curry requested that I conduct an inquiry into the allegations made in the *Daily Telegraph*. The Committee on Standards and Privileges agreed that I should conduct this inquiry. In essence, the allegation in respect of Mr Curry's employment as Chairman of Dairy UK is that he did not adequately register this employment in the Register of Members' Interests from 2005 to 2008 and that he used his parliamentary-funded staff to support him in this employment. The allegation was reported in the *Daily Telegraph* of 21 November and I attach an online version of that article.

Mr Curry's evidence to me is that support for his role came from the staff of Dairy UK, notably its Director General, his secretary and, during his activities in the regions, notably Northern Ireland, its Regional Directors. In preparation for board meetings and to discuss the annual salary round, Mr Curry would either go to Dairy UK's offices in Baker Street, or the Director General would come to Mr Curry's office in Westminster. These meetings required no servicing from his staff.

Mr Curry has told me that his Westminster staff were involved in three areas: diary coordination with Dairy UK; the printing on Dairy UK notepaper of a few letters and e-mails from Dairy UK, and the even more occasional transcription of a letter he dictated; and initial bookings for (but not the organisation of) two Dairy

UK events which took place in the House of Commons. Mr Curry has noted that the overwhelming majority of e-mail exchanges related to diary arrangements; others were for information only and received no reply.

Mr Curry has told me that work other than diary coordination fell to you. This included the printing out of (very few) letters prepared in Dairy UK's head office in Baker Street and e-mailed to the office, and preparing the (exceptionally few) letters dictated by Mr Curry to you. Mr Curry has estimated that the work done by you was less than one hour per month. You received no supplementary remuneration. In parliamentary recesses, when some of the major commitments fell, contact came directly to Mr Curry's home.

I would be most grateful for any comments you may wish to make on Mr Curry's description of the work you undertook in respect of Dairy UK, and his estimate of the time you spent on it. If you had any documentation or other evidence to demonstrate the work you did in respect of Mr Curry's chairmanship of Dairy UK, that would be most helpful. I would also welcome any other points you may wish to make to help me with this inquiry.

I appreciate that we are shortly to come into the Christmas recess, but I would be most grateful if you could let me have a response to this letter by the end of the first week in January. If there is any difficulty about this, do let me know. I would be most grateful for your help.

10 December 2009

21. Letter to the Commissioner from second staff member of Rt Hon David Curry MP, 15 December 2009

Thank you for your letter of 10 December about the inquiry you are conducting into the Rt Hon David Curry MP's work as Chairman of Dairy UK.

I confirm that I had a perfectly friendly working relationship with employees of Dairy UK and concur with the account given to you by Mr Curry that I was involved in three areas: diary co-ordination with Dairy UK (during [the head of office's] absence), the printing on Dairy UK notepaper of a few letters and e-mails from Dairy UK, and the occasional transcription of a letter that Mr Curry dictated. I kept copies of letters and e-mail exchanges relating to Dairy UK and have provided Mr Curry with copies which I understand he included in his original submission. Please note that this is the entire "output" for the three years of Mr Curry's chairmanship.

Mr Curry's estimate of work done by me as being less than one hour per month is accurate.

Mr Curry made it clear that his work as Member of Parliament had to take priority at all times and at no time did I feel that I was being asked to carry out work which as at odds with my position or made more than a minimal demand on my time. Therefore, at no point did I feel that I should be separately remunerated.

15 December 2009

22. Letter to the Commissioner from the Head of Office of Rt Hon David Curry MP, received 19 January 2010

Thank you for your letter of 10 December.

I have acted as David Curry's head of office since my appointment by him in April 2001. You have asked me about work in which I was directly involved in relation to Dairy UK during the period of David Curry's Chairmanship between 2005 and 2008. This fell into three categories:

1. Noting regular Dairy UK meetings in David Curry's schedule;
2. Arranging other meetings with outside agencies and retailers. On one or possibly two occasions I may have arranged a meeting with a Minister. The agencies or retailers concerned would usually initiate an approach; on a limited number of occasions I made the initial approach on David Curry's behalf. Related travel arrangements and travel bookings, for example, were dealt with by Dairy UK;

3. Three Dairy UK receptions were arranged and I acted as a conduit between the House of Commons Banqueting Department and [...] Dairy UK's Company Secretary. I was not involved in detailed arrangements such as the drawing up of guest lists nor of the issuing of invitations. The detailed aspects of these arrangements were dealt with by Dairy UK.

I liaised directly with Dairy UK's Director-General [...] on these matters and more occasionally with the Company Secretary [...] and with [...] the Office Manager. I did not keep an account of the time spent on this work; it was not particularly onerous, and was undertaken in a spirit of co-operation within the office. I received no supplementary remuneration.

I was not alerted to the fact that requirements relating to the Register of Members' Interests had not been fulfilled.

I have a document recording David Curry's schedule from April 2001 to date which is held on my office computer. I should inform you that I will be leaving my employment on 29 January 2010.

Received 19 January 2010

23. Letter to Rt Hon David Curry MP from the Commissioner, 21 January 2010

As you will know from my letter to you of 10 December, I have sought evidence from two members of your staff as well as the Registrar of Members' Financial Interests.

I now attach a copy of the responses I have received from your staff: a letter of 15 December from your secretary; and a letter I received on 19 January from your head of office and diary secretary. I would welcome any comments you may wish to make about this evidence.

I am now writing to the Director General of Dairy UK to ask for his help on these matters. In the meantime, I note from the letter from your head of office that she has a document recording your schedule from April 2001 to date held on her office computer. It would be very helpful if you could let me have a version of that document for the years 2005 to 2008 which shows the diary commitments you had to Dairy UK. That would be helpful to me in getting a better idea of the extent of your work for Dairy UK and the possible involvement of your staff in arranging the necessary appointments and events.

If it would be possible to let me have this in the next two weeks, that would be most helpful. I will be back in touch anyway when I hear back from the Director General of Dairy UK, and when I have a response from the Registrar.

Thank you again for your help with this.

21 January 2010

24. Letter to the Commissioner from Rt Hon David Curry MP, 27 January 2010

Thank you for your letter of January 21, 2010 enclosing copies of replies to your questions to [the head of office] and [secretary] concerning my chairmanship of Dairy UK. You are aware that [the head of office] has now left my employment. You have also received previously copies of [the secretary's] output relating to Dairy UK.

The letter from [the secretary] substantiates entirely my own account of my duties as Chairman of Dairy UK and the implications for my office here. [The head of office's] letter is also entirely consistent with that account. I am currently taking steps to obtain access to the documents [the head of office] has left on her computer and will forward the diary to you as soon as it is available.

I note that you are seeking information from [...] the Director General of Dairy UK. I shall be pleased to comment on his response together with the eventual response from the Registrar.

In your letter of December 10 you asked me for the attachment referred to in the letter of April 14 from Sir Don Curry. I responded by e-mail on January 11 saying that I could not trace any attachment and believed that the job description which purported to be in the attachment had, in fact, been subsumed into the text of the letter itself. I asked Dairy UK to see if they had any record of the attachment and they have also drawn a blank. I conclude, therefore, that my original assumption that the main letter contained all the relevant information was correct.

I understand that Dairy UK have a copy of the original job description produced at the start of the recruitment process for the appointment of chairman and I have suggested to [the Director-General] that he include this in his response to you.

27 January 2010

25. Letter to the Director General, Dairy UK, from the Commissioner, 21 January 2010

I would be most grateful for your help in respect of an inquiry I am conducting into the work of the Rt Hon David Curry MP when he was Chairman of Dairy UK.

I attach a note which sets out the procedure I follow when asking for help from witnesses. As you will see, our correspondence at this stage is private to the inquiry and should not be disclosed more widely. I would expect, however, to make your response available to Mr Curry for any comments he may wish to make and, in due course, to the House of Commons authorities if I need to ask them for advice. Your response may also be published with the other evidence which I receive as a result of this inquiry.

Mr Curry requested that I conduct an inquiry into allegations made in the *Daily Telegraph* of 21 November 2009. The House of Commons Committee on Standards and Privileges agreed that I should conduct this inquiry. In essence, the allegation in respect of Mr Curry's employment as Chairman of Dairy UK is that he did not adequately register this employment in the Register of Members' Interests from 2005 to 2008 and that he used his parliamentary funded staff to support him in this employment. I attach an online version of the *Daily Telegraph* article of 21 November in which these allegations are included.

Mr Curry had told me that his role was to chair the two-monthly meetings of the Board at your headquarters in Baker Street; to make representations to Government; and to participate in public events like conferences and the annual Dairy event as well as to review your work as Director General. Mr Curry has told me that he also represented Dairy UK at the meetings of the Dairy Forum.

Mr Curry has told me that his chairmanship took effect in August 2005 with a salary of £35,000 a year. This increased to £36,400 in August 2006 and £38,220 the following August. He was paid £20,000 in compensation when the appointment was abruptly terminated following a decision by the Board to have an industry as opposed to an external Chairman.

Mr Curry has told me that support for his role came from the staff of Dairy UK, notably you and your secretary [...] and during his activities in the regions, particularly Northern Ireland, its regional directors. In preparation for Board meetings and to discuss the annual salary round, Mr Curry would either go to your offices in Baker Street, or you would come to Mr Curry's office in Westminster. His evidence is that these meetings required no servicing by his staff.

Mr Curry has told me that his Westminster staff were involved in three areas: diary co-ordination with Dairy UK; the printing on Dairy UK notepaper of a few letters and e-mails from Dairy UK, and the even more occasional transcription of a letter he dictated; and initial bookings for (but not the organisation of) two Dairy UK events which took place in the House of Commons. In parliamentary recesses, when some of the major Dairy UK commitments fell, contacts came directly to Mr Curry's home.

Mr Curry has told me that diary co-ordination was handled by his head of office and diary secretary, [...]. Other work, including the printing of (very few) letters prepared in your headquarters office in Baker Street and e-mailing to the office and preparing (exceptionally few) letters dictated by Mr Curry fell to his secretary [...]. He has estimated that work done by each of these staff was one hour per month. Mr Curry's secretary has

confirmed this account from Mr Curry, including the estimate that work done by her was less than one hour per month.

Mr Curry's office manager has said that she noted regular Dairy UK meetings in Mr Curry's schedule; she arranged other meetings with outside agencies and retailers, including on one or possibly two occasions a meeting with a Minister. On a limited number of occasions she made the initial approach on Mr Curry's behalf. Related travel arrangements and travel bookings were dealt with by Dairy UK. Three Dairy UK receptions were arranged and she acted as a conduit between the House of Commons banqueting department and Dairy UK's company secretary [...]. Detailed aspects of these arrangements were dealt with by Dairy UK.

Mr Curry's office manager has said that she liaised directly with you on these matters and more occasionally with the company's secretary [...], and with [...] the office manager. She did not keep an account of the time spent on this work but it was not particularly onerous.

I would be grateful to know if you agree with Mr Curry's account of his duties as Chairman and his remuneration.

I would be most grateful also for any comments you wish to make on Mr Curry's description of the work which his staff undertook in respect of Dairy UK and the additional material from his own staff. In particular, it would be helpful if you could confirm or modify the description of the nature and extent of the work which Mr Curry's staff undertook and the responsibilities which Mr Curry's staff say fell to Dairy UK; and if you could let me know whether you consider on the basis of your contacts with Mr Curry's parliamentary office that the time estimate which Mr Curry has made of the time his staff spent on these matters is accurate. I would also welcome any other points you may wish to make to help me with this part of the inquiry.

There is an additional and separate matter on which I would welcome your help. It relates to the question of whether the agreement for the provision of services between Dairy UK and Mr Curry reflected the requirements of the rules of the House and related administrative procedures. I have seen a copy of the letter which Sir Donald Curry sent to Mr David Curry on 14 April 2005. That letter was lodged with the Registrar of Members' Interests at the time. There is no copy of the attachment referred to in that letter of "*a full list of the key responsibilities and performance measures which we have established for the Chairman.*" Mr Curry believes that that attachment was not in fact included with the letter, given that, in his view, the letter itself detailed his responsibilities. He suspects that the intended attachment was subsumed in the letter itself.

Mr Curry has also said that when he was appointed, it was understood very clearly by you and the Members of the Board that Mr Curry would operate under the rules of the House. Those rules include a rule inhibiting a Member from taking part in any parliamentary proceeding or any approach, whether oral or in writing, to Ministers or servants of the Crown "*which seeks to confer benefit exclusively on a body (or individual) outside Parliament, for which the Member has received, is receiving, or expects to receive a pecuniary benefit.*"

It would be very helpful to know whether you were aware from what Mr Curry told you that Mr Curry, in his role as Chairman, would be bound by the rules of the House of Commons and that these rules included a prohibition on advocacy as detailed above.

It would be most helpful if you could let me have a response to this letter within the next two weeks. If there is any difficulty, about this do let me know. I would be most grateful for your help.

21 January 2010

26. Letter to the Commissioner from the Director General, Dairy UK, 5 February 2010

Many thanks for your letter of 21st January 2010. In respect of the various points you raise:

- I concur fully with Mr Curry's account of his duties as Chairman of Dairy UK and with the details of his remuneration;
- I can also confirm Mr Curry's description of the work which his staff undertook in respect of Dairy UK, and the additional material from Mr Curry's staff. Their involvement in the work of Dairy UK was

absolutely minimal and restricted to the areas set out in your letter. I have no reason whatsoever to disagree with the estimate of less than one hour per month undertaken by Mr Curry's secretarial staff on Dairy UK business;

- I can further confirm that my copy of the appointment letter sent to Mr David Curry by Sir Donald Curry of 1491 April 2005 also has no attachment. To try and throw some additional light on this matter, I have contacted Sir Donald Curry but he has been unable to locate any additional correspondence. I am, therefore, as sure as I can be that the list of responsibilities was included in the letter, rather than attached, and Mr Curry's recollection is correct;
- I can also confirm that when the Board appointed David Curry it was fully understood by Dairy UK that he would be required to operate under the rules of the House, including a prohibition on advocacy as set out in your letter. Further, at no time during his Chairmanship were any demands made of Mr Curry, which would have been in conflict with the rules of the House.

If I can be of any further help or assistance to your inquiry, please do not hesitate to contact me.

5 February 2010

27. Letter to the Registrar of Members' Financial Interests from the Commissioner, 15 December 2009

I would be grateful for your help with an inquiry I am conducting into the employment of the Rt Hon David Curry MP as the Chairman of Dairy UK from May 2005 to September 2008.

At Mr Curry's request, and with the agreement of the Committee on Standards and Privileges, I am inquiring into allegations made in the *Daily Telegraph*. The essence of the allegation in respect of Mr Curry's employment as the Chairman of Dairy UK was that he did not adequately register this employment in the Register of Members' Interests from 2005 to 2008 and that he used his parliamentary-funded staff to support him in this employment. I enclose a copy of the online article from the *Daily Telegraph* of 21 November in which these allegations were made.

I would be grateful for your comments and advice on the registration aspects of this matter. I attach extracts from the evidence which Mr Curry has given me in respect of this matter and the correspondence which he has forwarded. Mr Curry and staff in Dairy UK are checking if Sir Donald's letter of 14 April 2005 did have the attachment referred to in the text of that letter. If so, I will forward it to you when I receive it.

I would very much welcome your comments, in particular on whether you considered at the time Mr Curry was in correspondence with you that he had met the registration requirements set out in the Guide to the Rules, including the lodging with you of a service agreement. Any other points you may wish to make to help me with this inquiry would be welcome.

I hope it might be possible to let me have a response to this letter by the end of the first week in January. I would be most grateful for your assistance.

15 December 2009

28. Letter to the Commissioner from the Registrar of Members' Financial Interests, 28 January 2010

I write in reply to your letter of 15 December, with enclosures, and your further letter and enclosure of 14 January about Mr Curry's registration of his chairmanship of Dairy UK. You ask me for my comments and advice on the registration aspects of this matter.

The requirements of the Rules of the House

When Mr Curry first registered his chairmanship of Dairy UK Members were required to register any employment or directorships which paid more than 1% of the annual parliamentary salary (about £575 at that time). They were not at that time required to register the amount they earned unless they were providing

services in the capacity of an MP, in which case they were required to register the income but only in bands of £5,000. In such cases, except in the case of media work, they were also required to deposit an agreement for the provision of services. This requirement to register income bands and deposit an agreement for the provision of services arose from the Resolution of the House of 6 November 1995.

The relevant part of this Resolution (Agreements for the provision of services), as amended, reads:

“(1) With effect from Wednesday 15 November 1995, any Member proposing to enter into an agreement which involves the provision of services in his capacity as a Member of Parliament shall conclude such an agreement only if it conforms to the Resolution of the House of 6 November 1995 relating to Conduct of Members; and a full copy of any such agreement including the fees or benefits payable in bands of: up to £5,000, £5,001–£10,000, and thereafter in bands of £5,000, shall be deposited with the Parliamentary Commissioner for Standards at the same time as it is registered in the Register of Members’ Interests and made available for inspection and reproduction by the public.”

The other Resolution to which this Resolution refers is that passed on 6 November 1995 (Standards in Public Life), which reads: *“This House agrees with the recommendations in the Second Report from the Select Committee on Standards in Public Life (House of Commons Paper No 816) relating to the cessation of paid advocacy (paragraph 54); and further that a Member with a paid interest should not initiate or participate in, including attendance, a delegation, where the problem affects only the body from which he has a paid interest.”*

By the Resolution of the House of 15 July 1947, amended on 6 November 1995 and 14 May 2002, Members are forbidden, *“in consideration of any remuneration, fee, payment, reward or benefit in kind, direct or indirect, which the Member or any member of his or her family has received, is receiving or expects to receive to advocate or initiate any cause or matter on behalf of any outside body or individual, or urge any other Member of either House of Parliament, including Ministers, to do so, by means of any speech, Question, Motion, introduction of Bill or amendment to a Motion or Bill, or any approach, whether oral or in writing, to Ministers or servants of the Crown”*.

The Guide to the Rules in force in November 2005 included, in paragraph 76, the words *“The Committee on Standards and Privileges has provided the following Guidelines to assist Members in applying the rules:*

Parliamentary proceedings: When a Member is taking part in any parliamentary proceeding or making any approach to a Minister or servant of the Crown, advocacy is prohibited which seeks to confer benefit exclusively on a body (or individual) outside the House from which the Member has received, is receiving or expects to receive a pecuniary benefit, or upon any registrable client of such a body (or individual). Otherwise a Member may speak freely on matters which relate to the affairs and interests of a body (or individual) from which he or she receives a pecuniary benefit, provided that the benefit is properly registered and declared.”

The reflections of the Select Committee on Standards in Public Life, quoted in paragraph 51 of the 2005 edition of the Guide to the Rules provide some guidance as to the circumstances in which an agreement for the provision of services should be obtained: *“It may not always be immediately obvious whether a particular employment agreement arises directly from, or relates directly to, membership of the House. At one end of the spectrum are those Members whose outside employment pre-dates their original election, while at the other extreme are those who have taken up paid adviserships since entering the House”*. Although the Committee did not say so in terms, it is clear from the context that it is these last to which membership of the House is most relevant and in respect of which it is clearest that they are likely to be providing services as an MP and should deposit an agreement.

The rules are clear that the requirements to register a band and provide an agreement apply to directorships as well as to other employment. Paragraph 53 of the 2005 edition specifies that *“The scope of the Resolution is not limited to employment registered under Category 2 (Remunerated employment, office, profession, etc) but includes other forms of employment, such as directorships (including non-executive directorships), when those involve the provision of services in the capacity of a Member of Parliament”*.

The rules give a specific exemption from the requirement to provide an agreement in the case of media work, broadly defined.

To help Members in complying with the resolution, a skeleton agreement was drawn up by this office, showing the minimum requirements of an agreement. This is routinely sent as guidance to Members seeking advice on such agreements and to Members who initially submit agreements which do not provide the required information.

A copy of this skeleton is appended to this letter. You will see it contains the words “*We do not expect X to engage in any form of advocacy as defined in the Resolution of the House of Commons of 6th November 1995*”. The inclusion of this wording ensures that the agreement concerned complies with the Resolution by making it clear that no advocacy will be required.

The files do not show when the skeleton agreement was adopted but a memorandum from the then Parliamentary Commissioner for Standards dated May 2000 states that a letter from the employing authority to the Member should contain “*the standard non-advocacy clause*”. An extract from the Memorandum is appended to this letter. There is also in the files a letter from the then Registrar to Mr Curry referring to such a clause. It is likely, therefore, that this skeleton agreement has been in force since at least 2000.

No definition of “*services in the capacity of a Member of Parliament*” was provided in the Code of Conduct and Guide to the Rules. Nonetheless, in April 2005 the office had, with the agreement of the Committee on Standards and Privileges, published an advice note covering commonly-asked questions. The third example was given as

“Category 1 (Directorships)

3. I am a remunerated director of a company to which I provide parliamentary services (eg advice on implications of government policies). Do I register this? Yes. Do I register the amount I receive, by band? Yes. Do I deposit an agreement for the provision of services. Yes.’”

Further, by the time of my correspondence with Mr Curry, I had attempted to give examples of services in the capacity of a Member of Parliament in the foreword to the Register which was published on 16 November 2005, by the inclusion of the words “*for example making representations to a government department, providing advice on parliamentary or public affairs or sponsoring functions in parliamentary buildings*”. To the best of my knowledge, and certainly since May 2001 when I joined the Office of the Parliamentary Commissioner for Standards, advice on this matter has been given on a case by case basis on the basis of information provided by the Member.

The exchanges between Mr Curry and myself

Mr Curry’s registration form was dated 14 May 2005. He registered that he had been appointed Chairman of Dairy UK and would be paid £30,001 to £35,000. The entry appeared in the first Register of the 2005 Parliament, which was dated 1 November 2005 and ordered to be published on 14 November 2005. It was actually published on 16 November. The office did not pick up that he had not provided an agreement until the staff read through the whole Register just before publication. I wrote to Mr Curry on 15 November saying that as he had registered a remuneration band we assumed that he was providing services in the capacity of an MP and asking him to provide an agreement with Dairy UK. My letter suggests that I attached a copy of the skeleton agreement referred to above. I should add that it is not uncommon for a Register entry with a remuneration band to be published in advance of this office actually receiving the relevant agreement, particularly when there is pressure to produce the first Register of a Parliament.

Mr Curry responded to me on 28 November 2005 enclosing a copy of the letter of appointment from Dairy UK. It did not include a non-advocacy clause. Mr Curry said that he was not providing services in the capacity of an MP. I responded on 30 November, that, this being the case, I had deleted the reference to a remuneration band from his entry.

No amended entry without a remuneration band was ever published because before the next internet publication of the Register Mr Curry wrote me a further letter dated 13 December, explaining the circumstances of his appointment. He wrote that he had been approached to become Chairman of Dairy UK because of his extensive political experience in agricultural politics as MEP, Government Minister, and as Chairman of the House of Commons Select Committee on Environment, Food and Rural Affairs. He added “*it is bound to be the case that because I am an MP I have informal access to Government Ministers and*

colleagues but where this occurs at all it is always incidental and brief. The whole purpose of Dairy UK is that representations should be formal and structured. It may be the case, of course, that being an MP gives me a little more 'clout' than might be the case with someone less closely involved in the political process".

Mr Curry's letter, and the enclosure, led me to think that it was possible, indeed likely, that he would be providing services in the capacity of an MP and that he would be wise to register the band and provide an agreement. I replied, therefore, in my letter of 14 December, that in the circumstances my advice was that he should include the remuneration band in the Register and make the agreement available for public inspection. I explained that the agreement he had sent me did not include a statement to the effect that Dairy UK would not require him to do anything which placed him in breach of the Rules of the House and that if he was able to provide me with a replacement letter, or separate statement to add to the current letter, I would make that publicly available. I sent him a further print-out of his entry showing the remuneration band, as follows:

"1. Remunerated directorship

Chairman, Dairy UK (from 1 August 2005). (£30,001–£35,000)."

This entry appeared in the electronic edition of the Register dated 14 December.

Mr Curry wrote to me on 19 December telling me that he did not intend to ask Dairy UK to send him a further letter stating that they would not ask him to do anything in breach of the rules of the House. He said that he was entirely content for me to make "*this letter*" open for public scrutiny and that he was more than happy for his salary bracket to be included in the list of Members' interests.

I replied on 21 December. I wrote, in part, "*The requirement to include in agreements for the provision of services in the capacity of an MP a disclaimer that the Member will not be asked to do anything inconsistent with the position of a Member of Parliament dates from the decision of 6 November 1995 that such agreements should be in written form. The point of the requirement is to make clear in advance that a Member is not being asked to undertake anything prohibited by the House. It is thus intended for the protection of Members, and usually they have no problem with asking for and obtaining such a clause in their agreements*". I also said that I would bear in mind the point he had made about the need for a series of illustrative examples of the practical application of the rules the next time we produced a new edition of our advice note for Members on "*frequently asked questions*" and undertook to ensure that his concerns were raised with the Committee on Standards and Privileges in their forthcoming review of the rules. This last letter from me was not included with the correspondence Mr Curry has supplied to you. I received no reply to this letter. Thinking that I had taken the matter as far as I could, and taking it from the tenor of Mr Curry's responses up to that point that he was not willing to accept my advice that he should seek a new letter from Dairy UK, I did not write again. Although Mr Curry has written to you referring to his letter of 13 December and my letter of the next day, and saying that "*following a further exchange [the Registrar of Members' Interests] did not pursue the matter of securing a certificate of compliance from Dairy UK*", I submit that my unanswered letter of 21 December is evidence that I did pursue the matter.

The next communication I received from Mr Curry was dated 30 August 2006 when he asked me to amend the salary band for his chairmanship of Dairy UK.

I enclose copies of the correspondence between Mr Curry and myself.

I mentioned above a letter from my predecessor to Mr Curry referring to the need for a non-advocacy clause. I find in the records that Mr Curry had been in correspondence with this office in 2000 about another employment, and that in the course of that correspondence he was asked, retrospectively, to obtain a letter from an employer including a statement that that employer had not engaged him in any form of advocacy. He had done so. I am therefore somewhat puzzled that Mr Curry appeared surprised by my suggestion of November 2005 that a non-advocacy clause should be included in his agreement with Dairy UK. I enclose copies of this correspondence.

Did Mr Curry comply with the registration rules?

You ask whether, at the time I was in correspondence with Mr Curry in 2005, I considered that he had met the registration requirements set out in the Guide to the Rules, including the lodging with this office of a service agreement.

It is clear to me from the correspondence that my reading of the terms of his letter of appointment, and his explanation of the reasons for his appointment, suggested that he was likely to be expected to provide services in the capacity of a Member of Parliament, and that he should continue to register a salary band (as he did) and additionally deposit an agreement containing the appropriate information. I advised him to do so. I could only advise on the basis of the information available to me about the intentions of both parties under the agreement.

You sent me on 14 January an e-mail from Mr Curry relating to the question of whether a job description was appended to Sir Don Curry's letter of appointment dated 14th April. Mr Curry concludes that it probably never was: neither he nor this office has a copy. I do not think this affects the argument. In my view the crucial point is whether this office was ever provided with a service agreement containing the required information, and all the evidence is that it was not.

Mr Curry correctly draws attention to my writing, in my letter of 14 December, that I fully understood that he wished to make his position clear in relation to his chairmanship of Dairy UK and that the third paragraph of his letter of 13 December did that. I meant that I was now clear about the circumstances in which he had been invited to become Chairman of Dairy UK, which were set out in that paragraph. This understanding led to my advice to him to include the remuneration band in his Register entry and make his agreement available for public inspection. Further on in my letter I said that the letter from Dairy UK he had sent me did not include a statement to the effect that the organisation would not require him to do anything which placed him in breach of the Rules of the House, and that if he could provide me with a replacement letter or separate statement to add to the current one I would make it publicly available.

If Mr Curry was indeed expected to provide services in the capacity of a Member of Parliament, as his letters of 13 December and Sir Don Curry's letter of 14 April led me to conclude, I do not think the letters he has submitted, from himself and from Sir Don, are sufficient to comply with the requirements of the House. In particular, while Mr Curry makes clear that he himself was well aware of the rules of the House there is no direct documentary evidence, such as a clause in the letter from Dairy UK, of an acceptance by that organisation that Mr Curry would not be required to do anything inconsistent with his position as an MP. It is true that Mr Curry was being appointed Chairman and might therefore be assumed to be in a position to act or not as he saw fit, but nonetheless he had been appointed to the role by the letter from Sir Don Curry and in my judgement the rules of the House required the terms of the appointment to be made clear.

Had Mr Curry felt that my advice that the circumstances of his appointment and the letter from Sir Don Curry warranted the registration of a band and the deposit of an agreement was unfounded it was open to him to reject it, in which case I would have removed the salary band from the Register and the question of an agreement would have lapsed. He did not do so.

As I said above, the advice I gave Mr Curry in 2005 could only be on the basis of what I understood he would be expected to do for Dairy UK. You have now shown me part of Mr Curry's letter to you of 26th November, in which he sets out the work which he actually performed for Dairy UK. From this it would appear once again that he owed his appointment to his experience as a Minister, Chairman of the Agriculture Select Committee and representative of an agricultural constituency and that the work he carried out included making representations to Ministers and making bookings for events to be held in the House of Commons. I conclude from this that he did indeed perform functions in the capacity of an MP and that my advice that he should secure an agreement containing the non-advocacy clause was appropriate.

Clarification of the requirements

Mr Curry says that I agreed that the rules would benefit from clarification. I did, certainly, take note of his view. Although no further edition of the note of commonly asked questions was produced, when the Guide to the Rules was reviewed in February 2009 the Committee agreed to paragraph 67 as follows: "Services in the capacity of an MP' is usually taken to mean advice on any parliamentary matter or services connected with any parliamentary proceeding or otherwise related to the House. Essentially, when Members are considering whether an agreement is necessary they should ask themselves 'Would I be doing this job in this way if I were not a

Member of Parliament', *and seek an agreement if the answer is 'No'*". This appears in the current edition (House of Commons Paper No 735 of 200–09). I hope that this provides the guidance that Mr Curry was seeking.

28 January 2010

29. Letter to Rt Hon David Curry MP from the Registrar of Members' Interests, 15 November 2005

The Register of Members' Interests dated 1 November will be published tomorrow at 2pm.

On checking through the Register I realise that we do not have an agreement for the provisions of services between you and Dairy UK, although the inclusion in your Register entry of a remuneration band (£30,000–£35,000) indicates that you do provide services to the company in your capacity as a Member of Parliament.

I apologise for not asking you about this matter before. I would be grateful if you could provide this office with an agreement with Dairy UK, which should contain the information outlined in the attached skeleton agreement. Please get in touch with me if you need any further information or advice about this.

15 November 2005

30. Skeleton Agreement for the provision of services

Agreement for the provision of services

between

Member of Parliament X

Company Y

Address

We pay (up to £1000 and thereafter to nearest £5000 per annum)

The services we expect X to provide are the following (brief outline of activity).

We do not expect X to engage in any form of lobbying for reward or consideration as defined in the Resolution of the House of Commons of 6th November 1995 (amended on 14 May 2002).

31. Letter to the Registrar of Members' Interests from Rt Hon David Curry MP, 28 November 2005

Thank you for your letter of 15 November.

I am enclosing a copy of the letter of appointment to Dairy UK dated 14 April 2005. Please note that the appointment took effect from August 2005 as declared in the Register of Members' Interests.

In your letter to me you say that the inclusion of a remuneration band in the Register "*indicates that you do provide services to the company in your capacity as a Member of Parliament.*" This is not the case. I have declared the remuneration because I have been appointed Chairman of Dairy UK: the fact that I am an MP is coincidental and none of the services I provide depend upon my being an MP. I am, in any event, fully aware of the rules governing advocacy interests with which a Member is financially linked.

28 November 2005

32. Letter to Rt Hon David Curry MP from the Registrar of Members' Interests, 30 November 2005

Thank you for your letter of 28 November enclosing a letter of appointment from Dairy UK.

The Guide to the Rules states that *“any Member who has an existing agreement involving the provision of services in his capacity as a Member of Parliament”* should deposit an agreement for the provision of services and should include a remuneration band in the Register. This rule covers all forms of employment, including directorships, where such services are provided by the Member, even if incidentally as part of a much wider employment agreement covering matters wholly unrelated to the House.

However, you say in your letter that none of the services which you provide to Dairy UK depend on your being an MP. In that case, the remuneration band should be removed from the entry, since the appearance of the band does indicate that there should be an agreement available for inspection.

Therefore, on the basis of the information in your letter of 28 November I have deleted the remuneration band from your entry and will keep the letter from Dairy UK on file for reference, but not make it available for public inspection. Please let me know if this is not correct.

30 November 2005

33. Letter to the Registrar of Members' Interests from Rt Hon David Curry MP, 13 December 2005

Thank you for your letter of 30 November written in response to mine of 28 November.

I am sorry to come back about the issue of my Chairmanship of Dairy UK but I do wish my position to be clearly understood and for there to be no ambiguity about my role.

I was approached to become Chairman because of my extensive political experience in agricultural politics as MEP, Government Minister, and as Chairman of the House of Commons Select Committee on Environment, Food and Rural Affairs. Dairy UK is one of the Government's principle interlocutors on a huge range of issues relating to food, environmental, nutritional, health and farming policy. All our representations are made through Dairy UK's secretariat in Baker Street and all meetings are arranged through that office.

Any costs I incur in doing the job are met through a dedicated corporate credit card.

It is bound to be the case that because I am an MP I have informal access to Government Ministers and colleagues but where this occurs at all it is always incidental and brief. The whole purpose of Dairy UK is that representations should be formal and structured. It may be the case, of course, that being an MP also gives me a little more *“clout”* than might be the case with someone less closely involved in the political process.

It is certainly the case that I am not providing services *“in my capacity as a Member of Parliament”*. Indeed, I thought that the present rules made it not merely pointless but positively counterproductive to seek to provide services in one's capacity as MP and it may be that the guide to rules is not using a very relevant terminology.

I have no objection whatsoever to the terms of my appointment being available for public scrutiny but I leave it to your much greater experience to determine how this should appear in the Register of Members' Interests.

13 December 2005

34. Letter to Rt Hon David Curry MP from the Registrar of Members' Interests, 14 December 2005

Thank you for your letter of 13 December.

I fully understand that you wish to make the position clear in relation to your chairmanship of Dairy UK, and I think that the third paragraph of your letter does that. You state that you were approached to become chairman *“because of my extensive political experience in agricultural politics as MEP, Government and as*

Chairman of the House of Commons Select Committee on Environment, Food and Rural Affairs". I believe such a situation is covered by the phrase "providing services in your capacity as a Member of Parliament" used in the Guide to the Rules. My advice is that you should include the remuneration band in your Register entry and make the agreement available for public inspection.

The Rules prohibit Members from taking part in any parliamentary proceeding "which seeks to confer benefit exclusively upon a body (or individual) outside Parliament, from which the Member has received, is receiving, or expects to receive a pecuniary benefit". Members are, however, permitted to provide advice to an employer based on their experience and expertise as a Member, as part of their role with the company or organisation.

I note your comments about the terminology used in the Guide to the Rules on this subject. The Parliamentary Commissioner for Standards and the Committee on Standards and Privileges are committed to a review of the Rules during the course of this Parliament, and this may be an area which could be included in that review.

The letter from Dairy UK which you have sent me does not include a statement to the effect that they would not require you to do anything which placed you in breach of the Rules of the House. If you are able to provide me with a replacement letter, or separate statement to add to the current one, I will make that publicly available.

I attach a print out of your revised entry which now shows the remuneration band for Dairy UK.

14 December 2005

35. Letter to the Registrar of Members' Interests from Rt Hon David Curry MP, 19 December 2005

Thank you for your further letter dated 14 December.

I am sorry to continue this correspondence which, I fear, illustrates the somewhat surreal quality of the present rules.

At the very least the rules need to be supplemented with a series of illustrations if they are not to be subject to as many interpretations as the American constitution!

I do not intend to ask Dairy UK to send me a further letter stating that they will not ask me to do anything in breach of the rules of the House for the simple reason that had there been any suggestion at all that this was their intention I would not have accepted the job and they would not have offered it to me. I made it very clear what the rules of the House were from the very first exchange and there has never been any suggestion whatsoever of this being a matter of dispute. Indeed, I do not see how any MP could be employed in any outside capacity except by asserting the primacy of the rules of the House.

I am, of course, entirely content for you to make this letter open for public scrutiny and I confirm my earlier statement that I am more than happy for my salary bracket to be included in the list of Members' Interests.

19 December 2005

36. Letter to Rt Hon David Curry MP from the Registrar of Members' Interests, 21 December 2005

Thank you for your letter of 19 December.

The requirement to include in agreements for the provision of services in the capacity of an MP of a disclaimer that the Member will not be asked to do anything inconsistent with the position of a Member of Parliament dates from the decision of the House of 6 November 1995 that such agreements should be in written form. The point of the requirement is to make clear in advance that a Member is not being asked to undertake anything prohibited by the House. It is thus intended for the protection of Members, and usually they have no problem with asking for and obtaining such a clause in their agreements.

As you know, we do from time to time provide illustrative examples of the practical application of the Rules (see, for example, our current Advice Note 2), and I will certainly bear your point in mind for future editions of this guidance.

You might also like to know that this office, and the Committee on Standards and Privileges, will shortly be considering whether any changes to the Guide to the Rules are necessary, and I will ensure that the matter you raise is taken into consideration.

Thank you for agreeing that I may make your letter available for inspection if required.

21 December 2005

37. Letter to Rt Hon David Curry MP from the Commissioner, 28 January 2010

I have now heard back from the Registrar of Members' Financial Interests with her advice on the registration aspects of your appointment as Chairman of Dairy UK.

I attach a copy of my letters of 15 December and 14 January to the Registrar, and a copy of her response of 28 January, with its attachments.

As you will see, the implication of the Registrar's advice is that you were in breach of the rules of the House in not ensuring that Dairy UK provided, in accordance with the relevant Resolution, a written commitment from them that they did not expect to ask you to engage in any form of lobbying for reward or consideration (the advocacy rule).

I will need to come to my own views on this advice. Before doing so, I would welcome your comments. If it were possible to let me have a response within the next two weeks that would be very helpful in enabling me to bring this part of the inquiry to a conclusion.

Thank you again for your help.

28 January 2010

38. Letter to the Commissioner from Rt Hon David Curry MP, 8 February 2010

Thank you for your letter of January 28 enclosing [the Registrar of Members' Financial Interests'] letter of January 28 in response to your letters of December 15 and January 14 relating to my chairmanship of Dairy UK. I am disappointed that it has taken so much time to assemble this correspondence.

I would like to put it clearly and firmly on the record firmly that there has never been any suggestion that I infringed the advocacy rules of the House of Commons during my chairmanship. Equally no-one disputes the fact that during the process of recruitment I spelled out categorically that all my actions as chairman would be conducted in total conformity with those rules.

In your letter of January 28 you comment, using cautious language, that the implication of the Registrar's advice was that I was in breach of the rule requiring me to provide a document from Dairy UK saying it would not ask me to breach the advocacy rule. You said that you would come to your own view on this matter. I am grateful that your letter confirms that this is the only issue you are considering relating to my exchanges with the Registrar. I do not see the relevance of her reference to my entries in the Register in the year 2000 where the nature of my employment was entirely different.

Much of this ground has been covered in previous correspondence. In summary my response is as follows: 1) I believed that I had fully satisfied the Registrar that there were no circumstances in which I would break the rules on advocacy because I had made such an understanding a condition of my employment; 2) the Registrar acknowledged that she had accepted that this condition had been established; 3) she signed off the correspondence (her letter of December 21) in a manner which led me to believe the matter was closed; 4) the fact that my appointment was to the chairmanship of Dairy UK created circumstances in which the House

rules risked looking absurd insofar as there was no-one to whom I reported who could issue such a certificate and I could hardly issue one to myself. Hence, the condition I had made at the time of my recruitment was a more effective undertaking.

I have looked back at the correspondence and it has confirmed my belief that my actions were the common sense ones in the light of the nature of the post to which I was being recruited. If [the Registrar] felt that my responses to her letters did not close the matter it would have been simple enough for her to have written again, to have telephoned me or invited me to meet her to discuss the issue or even warn me that she would have to register a formal breach of the rules. None of these options was pursued. What is more she did not take the opportunity of subsequent notifications of change of salary to re-open the matter.

I hope this is helpful to you. I am happy to respond to further queries.

8 February 2010

39. Agreed Note of interview with Rt Hon David Curry MP, 24 February 2010

Present:

John Lyon (Parliamentary Commissioner for Standards) (JL)

Rt Hon David Curry MP (DC)

Notetaker

Introduction

JL Thank you for coming in.

This is [the notetaker]. She will take a note of our discussion and show it to you so you can be satisfied as to its accuracy.

The note will be included in the memorandum which I will be submitting to the Committee on the complaint and you can expect it to be published with the Committee's Report. It will not be verbatim because I do not consider that necessary for a note of this kind.

I wrote to you on 17 February to set out the procedure and to give you the main areas I suggested we cover. Other matters may arise during the course of the interview.

DC I have also discovered the letter I was invited to write seeking the chairmanship of Dairy UK. I should like to put this on the record.

JL Thank you. Are you content for me to go ahead?

DC Yes.

Constituency Cottage

JL Can I first check on the facts as I understand them? Since your election in 1987 you have always designated your Essex property as your main home.

DC Yes.

JL You bought your North Yorkshire cottage on a mortgage when you were elected in 1987.

DC Yes. The mortgage was for £50,000 and I reduced it by £15,000 a few years later. That would have been silly if I were out to maximise my expenses.

JL You paid off the mortgage twenty years later in 2007.

- DC Yes, in September/October 2007. Claims ceased immediately.
- JL You have claimed for the cottage as your second home since being elected in 1987 with the exception of about one year.
- DC Yes—it was a fifteen month period.
- JL From 1 April 2004 to June 2005 you designated a flat in London as your second home. You rented that flat.
- DC That's right.
- JL You did so because your personal circumstances meant you could not stay in your wife's London house or your main home and it reduced the financial burden on you if you claimed for the London rent rather than the costs of the cottage, which were lower.
- DC Yes. I couldn't pay the £1,300 a month rent for the flat as well as all the other costs I was carrying.
- JL From July 2005 you re-designated your cottage as your second home and made claims against that.
- DC Yes.
- JL But because of your personal circumstances, you decided at that stage to minimise the number of nights you spent away from your home in Essex. As a result you spent very few nights in your constituency cottage.
- DC We took two decisions. First was that I would commute to London from Essex on a daily basis. Just for the record, although I am alleged to travel first class, most of the time I travel second class and if I can I use my senior citizens' railcard.
- I had been leading a triangular life, between London, Essex and the constituency, and I needed to change that. It was punishing in personal terms. So we decided that I wouldn't stay in London; I would stay in Essex.
- JL Discounting the twenty nights you spent during the General Election campaign in 2005–06, you estimate that you spent a total of just 6 nights there from 2005–06 to 2008–09. Two of these nights were in 2005–06; two in 2006–07 and two in 2007–08.
- DC Yes. I estimated this deliberately on the low side. I can't be precise: my diaries show engagements, not where I was going to stay.
- I stayed very little at the cottage but it was used intensively. It was just that I didn't spend six hours in bed there.²
- JL You could not anyway have spent any nights there from 30 November 2007 to 27 June 2008 because of work to the damp proof course.
- DC Yes, the cottage was uninhabitable. Plaster was off the walls and all the downstairs furniture was upstairs. There was no water or heating.
- JL And from sometime in 2006 to June 2008 you spent some nights with your father in Leeds.

² In his comments of 8 March on the note of this meeting, Mr Curry added, "It was just that I didn't spend six hours in bed there - on Friday nights."

DC Yes. I had always called in and seen him on my way to the constituency. I would take a coffee off him on the way up and a cup of tea off him on the way down.

In the late 1990s he had been given three years to live. His ninetieth birthday party was the last occasion when he was well. After that his decline was rapid in his last six months. During that time my brother and I stayed there as much as we could. I would do a shift when I came up as it was close to my constituency: between three quarters of an hour and an hour from Skipton and Ripon. I always did constituency business as well when I came up. Sometimes if my father was well enough I could put him in the car and take him with me, until he became too ill.

JL You have also stayed in hotels in your constituency on single nights in October 2006 and in February, July and November 2009. You met the costs of these stays yourself.

DC Yes. I went there if I had late night or early morning responsibilities in the constituency, and I wanted to avoid a drive of around two hours in unpleasant conditions. So I would not claim the mileage. But the hotel was very basic.

I remember the last of these occasions. I had an engagement in Westminster at 8pm on a Thursday evening, and I had a series of engagements and a conference in Skipton the next morning. So instead of driving to the cottage then to Skipton I stayed overnight at a hotel in Skipton.

JL Apart from the period for the damp proofing, you visited the cottage during the day to change, eat, rest and carry out parliamentary work for your constituency.

DC Yes. We tried to group my engagements on one or other side of the Pennines. It is a difficult journey across them and it can be impossible in bad weather as they don't always grit the roads. For example last Thursday there was a big farewell party for me on the Skipton side of the constituency and I had to drive there the long way round via Ripon. Even then I only just made it.

If the engagements were around Skipton I would drive directly to and from there. If they were around Ripon I would always take in the cottage. I kept a large number of files there; I used it to freshen up. It was remarkably pleasant to relax within your own four walls.

When I bought the cottage the constituency was bigger than it is now. It used to take in Boroughbridge. Part of it had a York postcode. There are two main belts of population: Harrogate, Ripon and Boroughbridge, and up the Aire valley.

JL From January 2005 to November 2009 you claimed from your ACA a total of £49,507. For most of these years you claimed between £9,000 and £12,000 a year.

DC Yes. I could have added another £50,000 if I had set out to maximise my claims. I have a record of very low claims from the start. The £12,000 claimed in 2008-09 included work to make good the cottage after the damp proofing.

Since then I have had a lot of work done to the cottage which I have not claimed.

JL You stopped claiming for your constituency cottage at the end of November last year.

DC No, that is inaccurate. But my claims are very small. I make only two substantial claims: for council tax, for which I claim the single person discount, and for liquid petroleum gas, which is used for heating and cooking. I have stopped claiming for food.

JL Subject to what you have just said, is that an accurate summary of the facts?

DC Yes.

JL **London flat**

JL May I first ask you about your London flat? This is not part of the allegation against you, but you have provided me with information which could suggest a breach of the rules. So I need to raise it with you. As you know, the ACA is intended to reimburse Members for expenses incurred when staying overnight away from their main home. The Green Book definition of a main home in the June 2003 edition is that it is normally the one where you spend more nights than anywhere else.

Can you help me first with the timing? As I understand it, you separated from your wife in January 2004. In April 2004 you started to rent a flat in Westminster. That arrangement ended in June 2005. Is that right?

DC Yes. I stayed in my wife's London house until I took the flat. So I went directly from there to the Victoria flat. It was rented from a former MP who wanted to rent to someone he knew. But the arrangements were properly signed and sealed.

JL Can you tell me what were your overnight arrangements from January to April 2004? Did you spend any nights in your Essex property over that period?

DC I am sure I did. It was necessary to sort out various logistical things. I still paid bills for that home.

JL Did you spend any nights in your Essex property between April 2004 and June 2005?

DC To all intents and purposes we were reconciled in April 2005, and I was back in my Essex home, but it took me a little time to find someone to take over the London flat.

JL So from April 2004 to April 2005 how many nights did you spend in your Essex property?

DC I must have spent a handful of nights there, but very few.

JL And from April 2005 to June 2005?

DC I would spend one or two nights a week in my London flat; one or two in the cottage, depending on engagements, and the rest in my Essex home.

I resumed living at home from that point [April 2005] but I still used the flat particularly when there was an overnight session at the House—I remember there were quite a lot at that period. But I stayed in the cottage otherwise.

JL What other use, if any, did you make of your Essex home over the period from April 2004 to April 2005?

DC I may have done a bit of gardening, or taken the dogs out. I often called to see my wife and spent the day with her. I was there quite a lot.

I certainly slept there sometimes between April 2004 and April 2005 but I can't remember how often; it would be pure guesswork. It was my main family home, where my children were brought up, where my wife has her studio.

JL I'll come to your constituency cottage in more detail in a moment, but over the preliminary period from April 2004 to April 2005 did you spend any overnights in your constituency cottage?

DC It would be more than two nights a week. I would probably go up on Thursday evening or Friday morning and come back Sunday morning. I would spend the day in Essex on Sunday.

- JL So from April 2004 to April 2005 you would stay for up to three nights a week in the constituency cottage and spend the rest in Westminster.³ And what was the position after April 2005, when you decided to get together again?
- DC I would stay two or three nights in Essex. So it was roughly one third, one third and one third.
- JL Did you discuss any of this with the House authorities at the time?
- DC When I wanted to change my designation I rang the helpline number and was told just to put my new address on the back of the form. That would have been March/April 2004.
- JL Did you discuss your reasons?
- DC I doubt it. I was told that I had the right to designate whichever property I wanted. No claim was ever made for my previous London base.
- JL Did you give any thought to whether it was right to continue to designate your family home as your main home?
- DC⁴ It was my family residence, my family home, where my wife lives, where my children were brought up. It would have been cheating to de-designate it.
- JL The Green Book definition for allowance purposes is that, where you have more than one home, your main home is the place where you spend more nights than any other place.
- DC That is an intellectual definition. My family home is my main home. It never occurred to me that it could be otherwise.
- Which period do you mean?
- JL January 2004 to April 2005.
- DC The allowance years are financial years. I was comfortably meeting the criteria in 2004–05. I spent all my recesses there.⁵
- JL But you didn't have to wait until the end of the financial year to change. If in January 2004 you had said you were no longer going to stay in your Essex home, then it was open to you to change your designation at that point and not wait until April 2005.
- DC In a court of law you could argue that it was operating on fiscal years.
- JL As I understand your evidence, from January 2004 to April 2005 you were not spending more nights in your Essex home than anywhere else. Were you aware of the Green Book rules?
- DC It is a simplistic rule. It never occurred to me that my main home was anywhere other than Essex. No power on earth could make me regard the Westminster flat as my main home. We are discussing a legal definition, but I prefer the definition of the man on the Clapham

³ In his letter of 3 March Mr Curry corrected this response, saying: *"During the period to which you refer, when Parliament was sitting I would normally spend Sunday nights at the home of one of my children perhaps spending some time at [my Essex home] during the day... Over the parliamentary year as a whole I spent more time at the cottage than anywhere else."*

⁴ In his comments of 8 March on the note of the interview Mr Curry added, *"Absolutely not: it never crossed my mind that any home other than my family home could ever be my main home."*

⁵ In his comments of 8 March on the note of the meeting, Mr Curry clarified his evidence in answer to this question saying, *"In this period [January 2004 to April 2005] recesses were spent predominantly at the cottage."*

omnibus. It never crossed my mind that my Essex home could cease to be my main home.⁶

JL The Green Book says that *“The location of your main home will normally be a matter of fact. If you have more than one home your main home will normally be the one where you spend more nights than any other. If there is any doubt about which is your main home, please consult the Department of Finance and Administration.”*

DC Is that the basis on which another Member decided that a rented room in a relative’s house was her main home?

JL I shall not comment on that case. Were you aware of the rules?

DC ⁷If I had been aware I would have set about trying to persuade people that they didn’t make sense.

In Essex I have a house with six acres of land; a fabulous garden, which has previously been open for charity; farm buildings; a listed Essex barn, with two rare species of bat, and we have recently bought a near-derelict Nissen barn. The children went to school from there—they all went to day school—and they come back there frequently. My seven grandchildren are often there. And you are saying it is not my main home?⁸

JL You had the option to say that for allowances purposes the Westminster flat was then your main home.

DC If anyone saw that they would draw the inference that I was doing that so I could claim more expenses rather than less.⁹

I was not aware of this argument at the time. Yorkshire has always been my second home for tax purposes. I have never flipped.

Your constituency accommodation

JL May I now ask you about your cottage? It is clearly in a lovely location, but perhaps not central in the constituency. Why did you choose that location rather than, say, somewhere nearer to more of your constituents?

DC I chose it because it was fifteen minutes from Ripon, which was one of the two main centres of the constituency at a time when the constituency extended beyond Boroughbridge, about an hour from Skipton via Pately Bridge and Grassington, and with easy access to the A1 given that I would be using the car for almost all journeys to the constituency. On top of that it is relatively close to Harrogate which is the seat of the district council which covers the eastern side of the constituency and convenient for travel to Northallerton which is the county seat. In addition it had the great convenience of happening to be for sale!

I wanted a small, manageable place. It is not for aggrandisement or for retirement. It is convenient for the A1, which is twenty to twenty five minutes from the cottage.

⁶ In his comments of 8 March on the note of the meeting, Mr Curry added, *“How can your main home not be the home where your life is centred?”*

⁷ In his comments of 8 March on the note of the meeting, Mr Curry added, *“No, absolutely not. If I had been aware I would have set about trying to persuade people that they didn’t make sense and were an open invitation to abuse.”*

⁸ In his comments of 8 March on the note of this meeting, Mr Curry said, *“How can your main home not be the home where your life is centred?”*

⁹ In his comments of 8 March on the note of this meeting, Mr Curry added, *“or changing to gain tax advantage.”*

Pattern of use before 2004

JL Thank you. Let me turn now to the use you made of your cottage before your personal difficulties surfaced in January 2004. Could you tell me broadly how many nights a week—or a month—you would normally spend in your constituency cottage in support of your parliamentary duties in the years before January 2004?

DC Let us take the times when Parliament was in session. Thursdays were then more heavily whipped. This was before the 6pm finish began. I would spend Thursday night in Essex, and set off for the constituency at 5 or 6am on a Friday. It was a hugely full day, with a surgery in the evening and perhaps another engagement. I would stay overnight on Friday and perhaps do another surgery or visits on Saturday. I would try to be home for 5pm or a bit earlier, to have time in the garden and listening to sport.

JL So, how many nights when the House was sitting?

DC I would say three nights a fortnight. It was just Thursday and Friday nights. I would not do events on a Sunday, except for Armistice Day.

Quite often I would spend longer there in the recess. My father was widowed at 73 so he had 17 years a widower. He used to come down on holiday with us to France but he didn't like to be away from home for too long. So he would usually go back home in the third week of August and I would go with him. I would always be there for his birthday in August. I would stay in the cottage. Until 2004 I would mop up work in the constituency then.

JL So how many nights did you spend there at this time?

DC During the parliamentary session it was about three nights a fortnight. It was about three nights a week in the long summer recess¹⁰ and three to four nights at the Christmas or Easter recesses. I never had party political functions there. It was a personal bolthole.

Transition period

JL Can I now ask you about your decision to change back to nominating your cottage as your second home in July 2005? Having got used to meeting the costs of your constituency cottage yourself, did you consider continuing that arrangement once you gave up your Westminster flat?

DC The costs were not all that low. The mortgage was still relevant then.

JL Why did you decide to start claiming again for the cottage?

DC I was running quite a deficit, a significant overdraft. I was meeting all the normal costs of our Essex home and the costs of the cottage in Yorkshire. It was a big whack out of my parliamentary salary. When I gave up the London flat I returned to the previous geometry of my life.

JL Except for overnights—you were trying to establish a different pattern of overnights.

DC Yes, a different pattern altogether, full stop.

Use of the cottage in later years

JL Can I now ask you about your use of the property in the last 5 years—from July 2005 to the

¹⁰ In his comments of 8 March on the note of the meeting, Mr Curry added the words "*outside the main holiday period*".

present?

DC I use it extensively. I am there extensively at the moment. I go up on Thursday nights which are now less whipped, and I have a heavy day there on Friday. If I can get back to Essex on Friday night I will do so.

JL When did you start using it extensively again?

DC I started staying overnight frequently again in 2009–10. I went back to the pre-2004 pattern at the beginning of the financial year because my personal circumstances had been restored. I had come to the decision I was going to retire, but I was keeping my options open.

In my part of the world people expect more of their MP than they do in the home counties. You are a bigger player. There would have been a psychological impact if I had sold the cottage.

People know you by name. There is a different sociology. There are more people who need your help. I sometimes think that I deal with more cases in a week than some of my colleagues do in months.

The cottage was a bolthole, a refuge, essential for my sanity. After November [2009] I was there much more, including overnight stays.

JL So from the beginning of 2009–10 you started staying there more extensively?

DC From November.

JL Why were you there more after November?

DC Because following the *Telegraph* article, my wife and I needed space.

JL So the answer was to spend more time in the constituency?

DC The article was despicable. It had a tremendous effect on my family. I based myself in the constituency and stayed fewer nights in Essex while everyone came to terms with the fall out.

But I was at home over Christmas, and for the following two months I had a series of family matters which I dealt with in Essex. I am back there now.

JL Turning now to your use of the property after you re-designated it as your second home in July 2005, do you want to add anything about how you used the property other than overnight?

DC It is a huge constituency, two hours drive across. It is not just big, it crosses the Pennine chain. It includes Skipton, the Bradford-Leeds metropolitan belt and Ripon. The postcodes include Harrogate, Leeds, York, Bradford and Lancaster. The demand is huge. I do surgeries in different locations, and I use the cottage as a bolthole. I keep clothes there, I keep food in the fridge, I have a meal there whenever I can, I keep my files there. I use the phone to deal with surgery cases and do other work. Very occasionally I would interview constituents there.

Then instead of going back to the cottage after an engagement I would get into my car and drive down to Essex. The difference is I didn't spend six hours in bed in the cottage.

JL And it was helpful when you were in the Ripon side of your constituency?

DC Yes. When are we talking about?

JL July 2005 onwards.

Dc I would go up and down to Skipton direct. Sometimes I would divert, but quite often I would go up and do an hour's drive cross the Pennines and then drive down to Essex again.

- JL How often in an average month were you in the property in support of your parliamentary duties—and not, for example, checking up on your builders or cleaners?
- DC I can't really make a distinction. If it wasn't for my parliamentary duties I wouldn't be there at all.
- Three times a month, comfortably.
- My neighbours are charming. They are very proprietorial about me. And I use a local builder.
- JL You kept your files there until the damp proof work started?
- DC Yes, everything came away then.
- The cottage is substantially the same as when we bought it in 1987. The gas stove is the same. We have had a new boiler, a new microwave and a new fridge when the old ones collapsed. But I never set out to use it as a moneymaker.
- JL Am I right in taking from your evidence that you visited the cottage less frequently in 2006 and 2007 on account of your father's illness?
- DC Yes, It was more peremptory. I would still look in and make sure everything was okay, as things can seize up if you don't check on them. My priority was to spend as much time with my father as I possibly could.
- JL And am I right in thinking that you stayed overnight with your father more in the first half of 2008 (when your cottage was being repaired) than at the beginning of his illness in 2006?
- DC The two things overlapped.
- Had there not been the damp proof work I would still have wanted to spend time with him
- JL Roughly how many nights did you spend with your father in each of the years in 2006–07 and 2007–08, and from April to June 2008?
- DC In 2007 I spent quite a lot of time with my father; we gave him a big party at Fountains Abbey in September.
- Then the following year the cottage was still uninhabitable. My brother and I rotated staying there a couple of nights each week. Sometimes he would come with me on constituency engagements when he was well enough.
- JL Am I right in thinking that before August 2007 you did not spend many nights with your father, but after that you did? And that from March 2008 it was about three nights a week?
- DC Yes. I was doing constituency work at the same time.
- JL Is it right that you made no use at all of the cottage for seven months—from 30 November 2007 to the end of June 2008 because of the extensive damp proof work?
- DC Yes. I couldn't use it. I went there constantly. You'll have seen that I used a consultant, with the prior agreement of the Fees Office.
- JL Am I right, therefore, in thinking that for two and a quarter of the five years in question (from April 2006 to June 2008) you made very little use of your cottage at all—day or night?
- DC No. I used it at the time of my father's party in September 2007. He was well enough to comper his own party.
- JL I am trying to get a sense of how often you were going to the cottage for constituency reasons.

DC I used it.

My father lived in a little detached house in Leeds. I couldn't use it for constituency work.

JL So was it from August 2007 that you didn't use it very much?

DC Well, in September I was in and out. During the recess I would spend more time there. The only time I was not using the cottage was because of the damp proofing, when it was, quite simply, unusable.

JL **The Rules**

JL Can I now apply the rules to your circumstances as you have described them? Do you accept the Department's interpretation that if you did not intend to use your cottage for overnight stays, you should not have claimed on the ACA?

DC I find this slightly curious. The Department's first reply mentions extenuating circumstances—the damp proof course and my father's illness—but when you prompted a more detailed reply they said I should have consulted the Fees Office.

It never occurred to me for one second to do so. I was using the cottage wholly, exclusively and necessarily for parliamentary purposes; purely for my constituency functions. I never had any dispute with the Fees Office. I supplied any information I was asked for. They never asked for more. I have kept copies of all I submitted.

I was totally within the rules—within the spirit of them by kilometres. I went to some lengths to minimise my claims from the allowances.

JL In the Department's first letter they say, "*ACA was, and PAAE is, intended to reimburse Members for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main residences for the purpose of performing parliamentary duties.*"

DC If those are the rules it never occurred to me I was doing anything that was not foursquare within them. I had not changed my designation, upgraded or moved upmarket.

JL Were you aware at the time that the ACA was intended for reimbursement of the cost of staying overnight away from your main home?

DC I am concerned about this.

If you look at past cases, if Members have observed the letter of the rules, as against observing their spirit, they are okay; if there is a small infringement of the letter of the rules, they can be sent to the guillotine.

JL So you are saying it was a small infringement?

DC Yes. My use of the cottage was exclusively concerned with the management of a demanding, difficult and large constituency two hundred miles plus from London.

JL If you had not had the damp proof problems and the commitment to your father, would you have used the property more for overnight stays?

DC I think I would have done.

By then things were a little bit more relaxed. I am getting older, and my family were concerned about the amount of driving I did in a day, often between 400 and 500 miles. It is not easy driving on the A1 and then the country roads, and they feared that sooner or later I would have an accident. I needed to take the pressure off.

JL Why would you have stayed more, since it was your stated intention to minimise your

overnight stays in the cottage?

- DC Yes, that was true in 2005, but by now personal issues were being resolved.
- My children were concerned about me, about the wear and tear on me caused by so much driving. There would be no problem if I stayed now and again.
- JL You couldn't stay there from November 2007 to June 2008. But in the years after that when you were free to stay there, you didn't. Your evidence is that in 2008–09 you stayed there for two nights.
- DC My schedule allowed me to get back home more easily.
- There were some circumstances in which I couldn't get back. But I had worked out a *modus vivendi* and made it work.
- JL So it was not until November 2009 that you spent more nights there?
- DC My personal circumstances had improved before that.
- Let me rephrase. I don't know. Had the cottage been available there may have been occasions when I decided to stay.
- JL Given all this, are you saying that if you were not in fact eligible under the rules to claim ACA for your cottage in order to enable you to stay overnight in your constituency, you should have been?
- DC The rules don't specify a minimum number of nights that a Member must spend in their second home.
- It never crossed my mind that there was a problem.
- JL I appreciate that it was very stressful. Your circumstances were unusual. Did you think to have a word with the Department of Resources?
- DC It never occurred to me. My arrangements were open and above board. It never crossed my mind to refer anything to the Department. I had never, ever, had a dispute with the Department.
- JL Can I now turn to value for money? You fairly point out that your ACA claims were comparatively modest.
- DC I gave damn good value for money. My use of the cottage was not modest but quite intensive. I was a very good constituency MP—an outstandingly good constituency Member. Life can be hugely hard for my constituents. I can sort things out for them in a way no-one else can. It is my native heath. I can do things quickly, by e-mail or in a phone call, because I know my way around. They all know I come from there and have a home in the constituency.
- If I had represented, say, Harrogate I could have managed day trips there. That constituency is small enough to walk across and there is a station. But it is only recently that a direct train to Skipton has started, and it is not a frequent service.
- JL You claimed on average £10,400 a year between 2005–06 and 2008–09. The Skipton hotel you used has an advertised nightly charge of £50. So, crudely, you could have stayed many nights a year in the hotel for the same sum. Wouldn't that have been better value for money?
- DC I couldn't store things there like clothes and files, or sit down and deal with constituency cases there. I used my cottage to be by myself, occasionally to sleep in the middle of the day. I would close the door behind me, light a fire and dictate surgery notes, check the mail, update my filing system for parliamentary documents—they are all filed in Yorkshire. And I would have a

little while of relaxation by myself. You can't do that in a hotel.¹¹

JL The Department implied that if you had an office in your constituency you could have claimed on your IEP.

DC But I already had the cottage. It never occurred to me to do anything otherwise than I had always done and when things changed to notify the Fees Office immediately.

You can see value for money from my pattern of claims. I put in mortice locks to reduce the insurance. I don't claim for spouse travel. I use my senior citizen rail card. Sometimes I would use my car for a late night commute to my Essex home from Westminster, but I never claimed for this.

JL **Travel**

JL Let me just raise the mileage point. Your mileage from Essex to Yorkshire was all eligible for claims. Did you claim for your mileage to your constituency each time you drove to and from there?

DC I would drive into London on a Monday and out on a Thursday, and then to Yorkshire. My claims were all for the round trips from London to Yorkshire.

JL Is there not an element of double claiming here, since you were claiming for an overnight residence in your constituency and claiming for your commuting costs from Essex?

DC No. I would go up on a Friday and come back on the Friday rather than spending the night there and coming back on the Saturday. If you mean did I spend the night in Essex rather than in the cottage and return to the constituency next day, I did not. There was only one return journey each weekend.

JL Thank you for clarifying that.

Five minute break.

Dairy UK

The Facts

JL I shall now turn now to your chairmanship of Dairy UK. Let me first summarise the facts. You were sent an appointment letter from Sir Don Curry on 14 April 2005.

DC Yes.

JL You took up the post on 1 August 2005.

DC Yes.

JL You were paid initially £35,000 a year. This increased to £36,400 in August 2006, £38,220 in August 2007.

DC Yes.

JL You stood down as Chairman in 2008 and received an *ex gratia* payment of £20,000. But I am not sure of the month when you stood down.

¹¹ In his comments of 8 March on the note of the meeting, Mr Curry said, "I already owned the cottage. It was not as if I had bought a cottage just to collect ACA."

DC “*Ceased to be Chairman*” would be a better way of putting it. I was fired. They wanted an internal chairman.

It was at the September 2008 AGM. They were anxious to say that I stood down, but I would not.

JL You chaired the two-monthly meetings of the board, made representations to government, participated in public events, represented Dairy UK at the Dairy Forum chaired by the Minister, arranged three (or perhaps two) Dairy UK receptions in the House, and reviewed the work of the Director General.

DC Yes. There was very little in the way of representations to government.. There were more representations to agencies such as the Food Standards Agency and the Environment Agency. As for the receptions, we just booked the rooms and Dairy UK did the rest. The peak of the work was in the parliamentary recess, notably the Dairy Event and associated conference at the Royal Showground in Stoneleigh.

JL Having received your diary printouts—which my office will return to you—I have identified approximately 70 appointments between 2005 and 2008, covering Board meetings, receptions, dinners, other events and meetings with the Director-General.

DC Yes.

JL The evidence you have given me is that your work for Dairy UK was supported by Dairy UK staff. But two members of your parliamentary staff helped you by printing out a few letters, taking a very small amount of dictation, co-ordinating your diary, arranging meetings, and liaising on the three receptions held in the House. This work was not remunerated separately.

DC Yes. One member of my staff helped with the letters and dictation. You have seen her entire output. And there was very little arranging of meetings.

It was always done on the basis of “*Would you mind doing this?*”... They could have said no. Their employment terms were always liberal.

JL But it was done within time remunerated by Parliament?

DC Yes, but if they decided to stay on after hours that would be fine.

JL The evidence from you, your two staff and the Director General is that this work was not onerous and two witnesses support your belief that it took up no more than one hour a month each.

DC One hour a month together in all, when Parliament was sitting.

There was the big Dairy UK event in September. When I arranged engagements I let my staff know so they could put it in the diary—a common sense purpose.

JL You registered your appointment by sending a registration form to the Registrar on 16 May 2005.

The form identified your appointment and a pay band.

You did not at the same time send an agreement for services. The Registrar noted this as the Register was being prepared for publication in November 2005. She wrote on 15 November asking you to provide an agreement. The skeleton agreement in the annex to that letter included a non-advocacy clause. Your letter of 28 November questioned whether you were providing these services as an MP, but included the letter of 14 April 2005 from Sir Don Curry.

That letter from Sir Don Curry referred to a fuller attachment with job description and performance measures, but your evidence supported by the Director General is that you never

received it.

DC Yes. That is supported by Sir Don Curry.

JL The letter made no reference to Dairy UK not expecting you to engage in any form of lobbying.

The Registrar responded to you on 30 November; you wrote to her again on 13 December; she replied on 14 December; you wrote again on 19 December; and she wrote back on 21 December.

DC My files have no record of the letter of 21 December. When I responded to you I did so as if I had received it. But I would just like to register that fact. The letter was sent on 21 December after Parliament recessed.

JL Are you saying that you don't recollect receiving it or that you don't still have it?

DC I had forgotten the whole thing.

We have searched the office. The letter of 21 December is not in our files. Whether it was there earlier or not I don't know.

JL The upshot was that you registered your employment as being in your capacity as an MP, and you therefore also registered your salary band.

DC I consider it only reasonable that if an MP has outside employment of any sort they should register it. I am an MP, but whether I am employed as an MP is irrelevant for this.

JL But you declined to ask Dairy UK for another letter or a codicil giving an assurance about non-advocacy. And there the matter rested until the allegation surfaced in the *Daily Telegraph*.

Is that an accurate summary of the facts?

DC Yes.

Staff

JL Let me ask you briefly about the staffing issue. You have seen the evidence from two members of your staff and from the Director General. Do you have anything you want to add to that evidence?

DC This was a common sense arrangement to ensure a proper interface between parliamentary activities and Dairy UK activities. Dairy UK activities were absolutely minimal: there were three or four letters which I dictated, a handful which were printed out and some e-mail exchanges many of which were not work related.

What do QCs do to co-ordinate with their chambers—or Members who write articles or a book? Where do they do that? Members with outside interests will have a sensible and very small area of interface with that work. In this case it was not abused. My support was provided overwhelmingly by Dairy UK staff.

JL But it was done in remunerated time.

DC They could have said "*I would not do this*". But they didn't. The interface was a sensible way of keeping my ducks in a row.

JL One member of your staff refers to the work as "*not onerous*", but does not confirm your time estimate. Even so, she seems to have done quite a lot—arranging meetings, juggling the diary, liaising on House of Commons events. Was it really just for less than one hour a month?

DC It was cyclical. Weeks went by without any Dairy UK work but then there would be a short flurry of activity.

JL Are you sure about the time commitment? Was it an under- or over-estimate?

DC It was one hour a month for the pair of them.

One member of my staff was my diary secretary—like the diary secretary I had as a Minister. It was commonsensical for her to undertake the diary work. And she booked the room for the functions. The only person who did more than diary work was my other member of staff.

JL Why do you think it reasonable to use your staff, who are funded wholly from parliamentary allowances, in the way described—even if it is only one hour a month?

DC My chairmanship was very beneficial to my constituency. And a large number of my colleagues said how useful they found it of have someone with a knowledge of the industry. They would ask me questions.

I could take a UK perspective. For example, when there was a problem with nitrate sensitive zones in Northern Ireland I was able to have a quick word with Peter Hain and ask him to have a look at it, which he did. And during my chairmanship one of the three milk co-operatives went bust and a very large number of farmers found themselves with no destination for their milk. Within one week I was able to ensure that no farmer in my constituency was left without a destination for his milk.¹²

I have been told that it was helpful to have an interlocutor with the Commission, with the FSA, the environment agency and devolved administrations. It wasn't the case with the divided industry before.

Registration

JL I now turn to registration. You asked why what happened in 2000 is relevant. What do you say to the suggestion that it is relevant because it showed you were aware of the requirement before the Registrar raised it in 2005; you thought the policy wrong; nevertheless, unlike in 2005, you accepted the Registrar's advice and obtained a retrospective statement that you had not been asked to engage in advocacy?

DC First, in 2005 I didn't remember in the slightest the silly piece of paper from 2000.

Secondly, what was it for in 2000? IDEA asked me to give three seminars. At the time I thought it was barmy as I had already registered my work as a newspaper columnist, where there was much greater opportunity for advocacy, and I had not been asked for an agreement for that work.

I suspect the organisation would have been entirely bemused by the non-advocacy agreement.

JL But you were employed because you were an MP.

DC No, no, no. That is not fair. I was headhunted by Sir Don Curry. He had sat before me when I chaired the DEFRA committee—he was impressed by the way I ran that meeting and the quality of the report that was produced. The industry is heterogeneous and needed someone with experience of the issues. My appointment was based on my past not my future. As I have said in my letter, everything I did was within the rules of the House. I set this out at the beginning of the appointment process, in every interview and meeting, and it was recognised

¹² In his comments of 8 March on the note of the meeting, Mr Curry added, *"This was because of the contacts I had made during my chairmanship."*

by the Board. I gave the Registrar that assurance.

I applied for a role as chairman, not adviser or board member or consultant. Who could give me an instruction to act contrary to the advocacy rule? It could only be me. So does David Curry as Chairman ask David Curry to break the advocacy rules? I had given a copper bottomed guarantee.¹³ You can look up every parliamentary action of mine and you will find no breach of the rules.

You will find this set out in my correspondence with the Registrar. I assumed this matter had been concluded. If not she could have sent me an e-mail saying, “*Come and have a coffee*”; or said, “*If you persist in this I will have to report you upwards*” or “*I recognise your point of view but...*”—but she did none of these. And when I reported the change in my salary she could have come back to me. So I assumed it was all settled. If you want to say I am guilty on a technicality because I did not produce an agreement you could do so. But was there any consequence? No. Was I scrupulous not to break the rules both before and after the appointment? Yes. The spirit of the rules was observed in its entirety.

JL Let me unpick that a little. Why did you think it right to follow the rules in 2000 but not in 2005?

Would it not have been right to have followed the same course in 2005 as you did in 2000 – complain about the policy but abide by the Registrar’s advice on the rules?

DC Despite their barminess, I did abide by them in 2000. But I didn’t do it in 2005. That is because in 2005 I was appointed Chairman. A chairman determines his own actions. No-one tells me what to do.

JL You thought the policy “*very silly*” in May 2000; and “*surreal*” in December 2005. Do you accept that, nevertheless, since this was a rule of the House, you were required to abide by it?

DC The rules need some intelligent interpretation to cope with different situations. If I had been consultant, adviser or non-executive it would be entirely proper, because I would have been taking instructions from someone.

JL But you were a non-executive Chairman.

DC I was non-executive with some executive role as well.

Being the Chairman was work. For example, I had to keep the troops looking in the same direction in a tense and difficult period For the industry when there was huge controversy over the milk price.

But I was a non-executive in the sense that I did not have the day to day management of the organisation.

JL You say that the House rules risked looking “*absurd*” because there was no one to whom you reported who could issue such a certificate. Are you saying that there was a governance issue, that the chairman was answerable to no-one?

DC Well, they could fire him.

JL That is the point I wanted to put to you. Your letter of appointment says that the position “*will be approved and appraised by the Dairy UK board on an annual basis.*” Was there not a

¹³ In his comments of 8 March on the note of the meeting, Mr Curry added, “*I had given a copper bottomed guarantee that all my actions would be within the advocacy rules: indeed, my chairmanship was predicated on that assertion.*”

company secretary figure who could have written to you on the instructions of the board?

DC I have no corporate experience. I was brought in because of my understanding of the issues and experience of chairing committees.

If the chairman was an MP it would be difficult for someone else to give him instructions of this sort. It couldn't be done. I had set out categorically that all my actions would meet the House rules. Had I held a position where I was being *given* instructions it would have been reasonable to get cover from the person instructing me. But I was in a position to determine my own actions.

JL Are you saying the Chairman can over-rule the whole of the board?

DC People would have to get their act together to counter that.¹⁴

JL Is your argument in part that your circumstances were legitimate and it was right not to have the advocacy rules?

DC I ensured during the entire appointment process that it was understood that I would obey the rules. It is inconceivable that anyone could require me to do something that breaches those rules. I had already provided a copper bottomed guarantee.

JL Are you saying then that it is open to a Member not to follow the rules?

DC That depends on the rules. I had given a copper-bottomed guarantee.¹⁵

The Registrar didn't decide to pursue the issue. She didn't say, "*Sorry, Mr Curry—I will have to take this further*". I thought she had given up.

JL Was it not reasonable for the Registrar to have concluded from your letter of 19 December that you had made up your mind? You said, "*I do not intend to ask Dairy UK to send me a further letter*." What powers do you suggest that the Registrar has in such matters?

DC I don't know. I don't know to whom she reports.

JL She reports to the Commissioner.

DC She could have reported it up the line. But she didn't report it to the Commissioner. The matter died. But she had plenty of opportunities to raise it again. She could have written, saying, "*I will have to take action*."

JL Do you accept that the Registrar is there to give confidential advice, not to decide?

DC If she gives advice then there is a choice I am entitled to make—and accept the consequences.

My whole point is that the rule would make sense if it were incumbent on the MP, not the employer. Most companies would not have the faintest idea about the non-advocacy rule. If you said, "*I register my job and I undertake not to breach the rules*", that would make sense and it would put the responsibility where it belongs.

JL Would it not be right to abide by the Registrar's advice but campaign for a change of policy?

¹⁴ In his comments of 8 March on the note of the meeting, Mr Curry added, "*And there was never a suggestion that I should act in a way counter to the rules.*"

¹⁵ In his comments of 8 March on the note of the meeting, Mr Curry said, "*That depends on the appropriateness of the rules—and their relevance—to the circumstances. I had given a copper bottomed guarantee.*"

DC I didn't campaign for a change of policy.¹⁶ There should be a provision for situations where this rule was not appropriate; and the Member has given an undertaking.

JL But this saving didn't exist.

DC No it didn't. If you want to say that this man is technically guilty but he has taken every precaution to make sure his actions always met the rules of the House, you could do so. There has been no suggestion that I breached the advocacy rules.

I felt it was right that my chairmanship and salary should be recorded from start to finish. Whether I took on the role as an MP or not is a side issue. The rules imply that if you are not doing your job in your capacity as an MP then people don't have the right to know.

I don't think it matters why Dairy UK appointed me. I was Chairman of the EU Committee; the FT correspondent in Brussels; Chairman of the EFRA committee and I have a big agricultural constituency. I wasn't offered the chairmanship because I had a great career as a parliamentarian which made me useful to them.

JL But Members said you brought huge benefit to them. Does that not suggest that your appointment was because you were an MP?

DC An MP who undertakes another activity should register it. I don't care about the nature of that second activity.

They got someone who knew their way around.

JL But others felt that it was advantageous to have an MP who knew about issues such as milk pricing?

DC Yes, but in the sense that if they wanted to know, they could come and ask me about this. My own letter of application describes the fact that I was an active politician as a disadvantage.

Conclusion

JL To summarise, therefore, the allegations are:

you were wrong to claim for your London flat from April 2004 to April 2005 because it was, in effect, your only, or at least your main, home during that period;

you were wrong to claim ACA for your constituency cottage when you did not spend any appreciable number of nights there from 2005 to 2009;

you were wrong to use your parliamentary staff to support you in your work as Chairman of Dairy UK;

you failed to lodge an agreement from Dairy UK which included a non-advocacy clause as required by the registration rules.

Did you want to make any final points in response to these allegations?

DC I have nothing to add on the third and fourth of these.

On the first, it never crossed my mind that my Essex home was not my main home. My family, everyone, my wife, my greenhouse, my dogs are based there. If I had altered that designation

¹⁶ In his comments of 8 March on the note of this meeting, Mr Curry said, "I didn't campaign for a change of policy though the Registrar noted my views. There should be a provision for situations where this rule was not appropriate, and the Member has given an undertaking which has the equivalent—or better—effect."

people would have said, “*What in God’s name are you doing?*” It would be against common sense.

On the second point, given the size, demands and sociology of my constituency, I represented extremely good value for money.

One final point. This needs to be put in the context of my 23 years as an MP. Even the *Daily Telegraph* had to admit that I was an MP who had “*got it*” on expenses. I have never sought to enhance the value of my cottage. My claims have been exceedingly modest and there were significant amounts I had not claimed. I did silly things like repaying part of the mortgage to reduce the cost to the taxpayer—which was daft if I were out to maximise my expenses. My Communications Allowance has been used only to advertise my surgeries. I doubt if I have claimed for spouse travel as much as £100 in 23 years. I don’t use that facility. And some of my mileage is not claimed.

JL Thank you. The notetaker will now prepare a note of our discussion and show it to you so you can comment on its accuracy. As you know you can expect the note to be included with the memorandum I will prepare for the Committee and it would then be subsequently published with the report. Any questions?

DC No thank you.

JL Thank you for coming in.

1 March 2010

40. Letter of application for position of Chairman of Dairy UK from Rt Hon David Curry MP, 10 February 2005

I wish to apply for the position of Chairman of Dairy UK.

Please find enclosed my CV. I apologise for the fact that it is a rather old-fashioned presentation: it is a long time since I applied for a job!

This letter is also somewhat sketchier than the document you suggest in the briefing notes you sent me: I received these only 48 hours ago and thought you would prefer a rapid rather than a heavily premeditated response.

My chairmanship would offer one major asset and present one major liability to Dairy UK, the two being different sides of the same coin. The asset is the knowledge, detailed in the CV, of the political structures and processes in the UK and the EU which determine the policy framework within which the dairy industry operates. In addition I have extensive experience of chairmanship of committees representing widely differing viewpoints and being able to generate from them intellectually coherent consensual views.

The liability is the fact that I am an active politician with a party political identity though a non-sectarian outlook. The board of selection would be bound to take a view on how substantial this liability would be in practice. It will also wish to take into account the near-certainty of a general election in early May.

My service in government and in both European and national parliaments has inevitably exposed me to a great deal of lobbying activity, whether on agricultural and fisheries issues or about local government finance, housing and urban renewal. Effective lobbying depends upon the ability to identify a limited number of key strategic objectives and plan a detailed campaign around them. If bodies try to reflect every nuance of their constituent members’ viewpoints their representations become diluted and formless: the inevitable consequence is that when the door closes on the delegation the minister/commissioner/official turns to his colleagues and asks: “*what was all that about then?*”

It is also important that a message which might necessarily require detailed and technical back-up when presented to interlocutors in government, administrations or business should be capable of being expressed simply but responsibly to the wider public.

It is essential to maintain the confidence of the groups subscribing to a campaign or organisation. Any argument is immediately undermined if its proponents are subject to constant interrogation about the legitimacy of their role.

From this it follows that Dairy UK must be effective in three key ways: in the political arena where the framework of policy is set and administrative decisions are made; in the “domestic” arena of industry stakeholders; and as a forum to stimulate innovation and competitiveness following the emphasis on supply chain issues which flowed from Sir Don Curry’s report. It must, of course, also be an effective advocate for and interpreter of the industry to public opinion.

My task as chairman would be to provide strong and consensual leadership in pursuit of strategic objectives, beginning with the establishment of a fluent and confident working relationship with the Chief Executive, Deputy Chairmen and Board members, as a pre-requisite to ensuring effective implementation of policy. I would not seek to second-guess the Chief Executive and his staff in the day-to-day activities of the organisation but I would wish to be fully briefed on all its activities and, in particular, to be informed immediately about any problem which could damage the integrity, reputation or effectiveness of Dairy UK.

I hope this outline will be of assistance to you. I have not set out what I believe to be the key challenges facing the dairy industry but I shall be very happy to do so in the course of the selection process if you decide to pursue my application.

I am attaching a list of my contact numbers.

10 February 2005

41. Letter to the Commissioner from Rt Hon David Curry MP, 1 March 2010

I am grateful for the courteous and efficient way you conducted my interview last Wednesday and also for giving me indication in advance of the subjects to be covered. I am also grateful to [the notetaker] for what I am sure was her impeccable note taking.

You asked whether the flat in Victoria which I designated as my second home from April 2004 to June 2005 should have been defined as my main home. I have been thinking about where I spent my time during that period.

During those fifteen months I spent a great deal more time in the cottage than I did in the London flat. When Parliament was in session I would normally spend Monday, Tuesday and Wednesday nights in London travelling to Yorkshire on the Thursday evening. I also spent the bulk of recesses in Yorkshire. I spent no time during recesses at the flat.

On this basis the London flat was properly designed as my second home.

1 March 2010

42. Letter to Rt Hon David Curry MP from the Commissioner, 2 March 2010

Thank you very much for your letter of 1 March following up our interview on 24 February.

It was most helpful to have this further information, which I will incorporate into the draft memorandum which I will shortly be preparing for the Committee. I hope I am right in taking from your letter that, when Parliament was sitting, you spent three nights a week in your London flat. But I am not sure whether you spent all the remaining nights in your constituency cottage. You said in oral evidence that you returned to

Essex from your constituency on Sunday mornings. But I am not sure whether you then returned to your London flat for the night (your oral evidence was that you spent very few nights in Essex).

It would be very helpful if you could clarify this final point for me.

2 March 2010

43. Letter to the Commissioner from Rt Hon David Curry MP, 3 March 2010

Thank you for letter of 2 March in response to mine of 1 March.

During the period to which you refer, when Parliament was sitting I would normally spend Sunday nights at the home of one of my children perhaps spending some time at [my Essex home] during the day.

As I made clear in my letter of 1 March, over the parliamentary year as a whole I spent more time at the cottage than anywhere else.

3 March 2010

Appendix 2: Memorandum from Mr David Curry to the Committee, 22 March 2010

Introduction

If I have been in breach of Parliamentary rules I apologise without reservation. I ask the committee to accept that my actions have been entirely in good faith.

The Cottage

I have explained very frankly why I minimised my overnight stays at the cottage. First, following our reconciliation in 2005 my wife and I accepted that we needed to rebuild our marriage by spending much more time together. In pursuit of this I took two decisions: to commute daily to Westminster from my home near Saffron Walden; to try, whenever possible, to return home from the constituency on Friday evenings, however late, so that we could have the bulk of the weekend together.

Second I wished to spend as much time as possible with my father in his house in Leeds during his terminal illness. As it happens the final stages of my father's illness coincided with the period when the cottage was uninhabitable because of works (under guarantee) on the damp proof course.

To implement this strategy I gave up the London flat which I had rented from April 2004 and re-designated the constituency cottage—which I had owned since 1987—my second home. It never crossed my mind for a second that there was an issue to raise with the Fees Office. By designating the second home in Yorkshire rather than London my annual claims more than halved.

The cottage was used wholly, exclusively and necessarily to assist me in my constituency duties.

The Commissioner is very dismissive of my argument that the cottage continued to play an essential role in supporting me in the constituency. I still believe the argument is a very powerful one. Skipton and Ripon is one of the largest constituencies at some 700 square miles. It stretches from the edge of Leeds to the border of Cumbria. It straddles the Pennine chain. It has no dominant settlement. In providing a place where I could relax, shower, change clothes, eat, work on constituency business (dictating surgery issues for example) and occasionally meet constituents the cottage played an important role in facilitating my work. It was used constantly for that purpose other than for the eight month period when it was uninhabitable.

I regard the cottage as representing value for money: once again I draw attention to my history of consistently low claims. For the record, in the financial year 09/10 I expect my total PAAE claim in respect of the cottage to be around £3,650—no more than 15 per cent of the £24,222 “ceiling” on such claims.

I did stay overnight from time to time (the Commissioner accepts that I have no record of these stays and that my own estimate may be too low): had I realised that there was an issue

concerning overnight stays it would have been very easy to notch up a quota to meet any reasonable requirement.

The Westminster flat

I am somewhat puzzled by the amount of space devoted to this aspect of my arrangements. Since no complaint has been received relating to it and the Commissioner has found that my designation of it as my second home for a period of 15 months was legitimate I think it is a non-issue.

The one question he does raise is whether I should have changed my designation of my *main* home from Essex to the cottage on the grounds that during that period I spent the greater part of my time at the cottage. Once again I have to make clear that it never crossed my mind for a split second that my family home in Essex, where my wife and I had spent most of our married life, where the children had been brought up, from which they went to school daily, where they bring their own children, where my wife has her studios and we have created a beautiful garden could be anything other than my main home.

My failure to de-designate my Essex home as my main home had no bearing whatsoever on my level of claims since during this period both it and the Yorkshire cottage were financed entirely by me.

Dairy UK

I am grateful to the Commissioner for finding that there is no case to answer in respect of my Parliamentary staff.

Concerning the second matter—obtaining a written declaration that Dairy UK as employer would not require me to do anything in breach of the House’s advocacy rules—we are dealing with an episode which dates back to 2005. I believed that this matter had been settled pragmatically at that time in the light of my assurances.

There has never been any accusation that I broke the advocacy rules during my chairmanship: any investigation of my activities in those three years will demonstrate that I behaved with absolute scruple on this matter. Equally, I have never claimed that I was not bound by the advocacy rules. I did not argue that I was not required to register my employment—my belief was, and still is, that any employment should be registered whether or not it arises from one’s position as MP or not. I made it an absolute condition of my acceptance of the position of chairman that the House’s rules would be observed in all circumstances. The fact that I was being recruited as chairman meant that the rule was ill-fitted to my circumstances. The standard template issued for compliance was weaker than the guarantees I had obtained and which have been vouched for by the Director General of Dairy UK.

The Registrar drew my attention to the rule concerning a declaration some three months after I had assumed the chairmanship and registered that position. I believe I am fully entitled to assume that she had accepted those guarantees: she did not continue the correspondence or seek to raise the issue again with me in another way or in another forum; she did not refer the issue nor even notify the matter to the Commissioner to whom she reported; she did not take the opportunity of my notifications of salary changes to

return to the matter. In short I believed that the Registrar had drawn the pragmatic conclusion that I had furnished her with a copper-bottom guarantee that the House rules would always be observed.

The Commissioner questions the governance arrangements at Dairy UK. Dairy UK was not a plc. The Board was composed mainly of chief executives of plc dairy processors and co-operatives and its membership tended to change following management appointments in the processing businesses. There were also farmer representatives including the NFU Dairy chairman. My task was to set the strategic direction of an absolutely brand-new organisation composed of competing and occasionally warring sectors of the industry. It was absolutely inconceivable that the Board would seek to require me to break the rules of the House: had they done so I would have resigned immediately.

The Commissioner also refers to my producing the necessary declaration in 2000 in relation to an earlier employment. On that occasion a local government think-tank asked me to participate in three seminars, none of them held, as a matter of fact, in the House. I had had no role whatsoever in arranging or designing those seminars. In the same year I also registered my freelance journalism—for which no certificate was required. I simply do not think that any comparison can be drawn or precedent established by drawing analogies between speaking at external seminars on local government and becoming chairman of a national trade association.

I maintain that this was a technical infringement which must be seen in the context of the very clear steps I took to ensure that the rules would be fully observed in all circumstances.

Formal minutes

Tuesday 23 March 2010

Members present:

Sir Malcolm Rifkind, in the Chair

Mr Kevin Barron

The Hon Nicholas Soames

Nick Harvey

Dr Alan Whitehead

Mr Chris Mullin

Draft Report (Mr David Curry), proposed by the Chairman, brought up and read.

Ordered, That the Chairman's draft Report be read a second time, paragraph by paragraph.

Paragraphs 1 to 31 read and agreed to.

Paragraph 32 read, amended and agreed to.

Paragraph 33 read and agreed to.

Paragraphs 34 and 35 read, amended and agreed to.

Paragraphs 36 to 40 read and agreed to.

Two papers were appended to the Report.

Resolved, That the Report, as amended, be the Twelfth Report of the Committee to the House.

Ordered, That the Chairman make the Report to the House.

[Adjourned till Tuesday 30 March 2010 at 9.30 am