House of Commons
Committee on Standards

Kevin Barron

Second Report of Session 2016–17

Report, together with an appendix and formal minutes relating to the report

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The Committee on Standards

The Committee on Standards 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.

Current membership

Kevin Barron MP (Labour, Rother Valley) (Chair)*
Sir Paul Beresford MP (Conservative, Mole Valley)
Tom Blenkinsop MP (Labour, Middlesbrough South and East Cleveland)
Mrs Jane Burgess (Lay member)
Miss Charmaine Burton (Lay member)
Mr Christopher Chope MP (Conservative, Christchurch)
Mrs Sharon Darcy (Lay member)
Mr Dominic Grieve MP (Conservative, Beaconsfield)
Mr Peter Jinman (Lay member)
Susan Elan Jones MP (Labour, Clwyd South)
Dr Arun Midha (Lay member)
Mr Walter Rader (Lay member)
Sir Peter Rubin (Lay member)
Tommy Sheppard MP (Scottish National Party, Edinburgh East)

* On 10 March 2016 Kevin Barron stood aside from all Committee proceedings until the matter under consideration in this report was resolved. Tom Blenkinsop is the acting Chair of the Committee.

The following member was also a member of the Committee during the Parliament:

Jo Stevens MP (Labour, Cardiff Central)

Powers

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.
Publication
Committee reports are published on the Committee’s website at www.parliament.uk/standards and in print by Order of the House. Evidence relating to this report is published on the publications page of the Committee’s website.

Committee staff
The current staff of the Committee are Dr Lynn Gardner (Clerk), Jennifer Burch (Second Clerk), and Cecilia Santi O Desanti (Committee Assistant).

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Report

Introduction

1. This Report arises from a self-referral by Kevin Barron MP to the Parliamentary Commissioner on Standards, following newspaper allegations that he had breached the rules of the House by accepting payment in return for arranging events in Parliament between 2011 and 2014. The payment was made to a charity of Kevin Barron’s choice in his constituency.

2. Kevin Barron was re-elected Chair of this Committee by the whole House on 18 June 2015. He stood aside as Chair when he referred himself to the Commissioner and has taken no part in any proceedings of the Committee, nor has he claimed the additional Chair’s salary, since that date.

3. The purpose of the Committee, in this Report, is to apply the rules of conduct which were in place at the time of these events: that is, those agreed by the House in 2009 and 2012 and any relevant guidance and rulings.

The Commissioner’s inquiry

4. In her memorandum to this Committee, appended to our Report, the Commissioner sets out in detail the background to this case. In 2011 Kevin Barron entered into an agreement to provide services to the Japanese Pharmaceutical Group (JPG). These services included meeting members of the JPG three times a year in central London and possibly sponsoring an occasional event at the House of Commons. In return, JPG agreed to pay “up to £5,000 per annum” in the form of a donation to a charity in Rotherham which he had nominated. Kevin Barron lodged the agreement with the Registrar of Members’ Interests on 3 May 2011, with further agreements lodged in the same way in 2012 and 2014. He registered the payments received from JPG (three cheques of £3,000 made payable to the charity) as remuneration for employment in the Register of Members’ Financial Interests at about the same time as he submitted the agreements. Kevin Barron sponsored a total of three events at the House for JPG and on each occasion he declared his interest on the booking form and each invitation recorded the declaration.

5. The Commissioner reports that she considered three main questions in her investigation:

- Did Sir Kevin ‘confer an undue personal benefit on himself or anyone else’ by booking House of Commons banqueting facilities?
- Did Sir Kevin adhere to the rules on disclosure of his relationship with JPG?
- Did Sir Kevin provide access to Parliament and parliamentarians in return for payment, albeit a payment to charity?

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1 Kevin Barron has been a member of this Committee, or its predecessors, since 2005 and chair since 2010.
2 Commissioner’s memorandum, para 17. Sponsoring in a Parliamentary context means booking a room and attending the event oneself. The costs are usually borne by the organisation and in this case were.
3 Commissioner’s memorandum, paras 17, 15
4 Commissioner’s memorandum, paras 16 and 18
5 Commissioner’s memorandum, para 38. The phrase confer an undue personal benefit on himself or anyone else refers to para 15 of the 2012 Code of Conduct.
In doing so, she looked at the rules on the use of dining facilities (“the banqueting rules”) as well as the Code of Conduct and Guide to the Rules.6

6. On the first point, the Commissioner found that the making of such payment (albeit donated to a charity of his choice) constitutes a benefit to a Member acting as a sponsor for arranging the use of House of Commons facilities and that Kevin Barron therefore breached paragraph 6(a) of the banqueting rules which states that:

Subject to the exclusions in 6(b), the private dining rooms are not to be used for the direct or indirect financial or material gain by a Sponsor, political party or …7

The Commissioner concludes that this puts Kevin Barron in breach of paragraph 14 (later 15) of the Code of Conduct which states that:

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.8

The Commissioner stresses that this breach of the rules is “clearly at the least serious end of the spectrum”, given that Kevin Barron did not enjoy the benefit of the payment himself.9

7. On the other two matters, the Commissioner concludes that Kevin Barron adhered fully to the rules on disclosure of his relationship with JPG and did not breach the 1995 resolution of the House which prevents a Member entering into a contractual agreement with an outside body, controlling or limiting the Member’s complete independence and freedom of action in Parliament.10

8. The Commissioner notes that Kevin Barron expressed surprise at her finding that he had breached the banqueting regulations. He pointed out in a letter to her that he “cooperated with the Register of Members Interests in all that I did and the requirement to highlight these interests when I booked the facilities on the estate”.11 He added that “If I had breached any of these rules, I would have expected to be contacted by the Registrar” and quoted the latter’s advice to the Commissioner:

It was not uncommon for Members to book parliamentary refreshment facilities on behalf of an outside organisation with whom they had a connection. The banqueting rules of the House do not prevent preventing (sic) a Member from booking private dining facilities for a company.

6 Commissioner’s memorandum, para 2
7 WE13. Paragraph 6(b) states that “Use of the private dining rooms for direct or indirect financial or material gain by registered charities is acceptable.”
8 Code of Conduct, approved on 23 June 2009. The 2012 Code stated that “Members are personally responsible and accountable for ensuring that their use of any expenses, allowances, facilities and services provided from the public purse is in accordance with the rules laid down on these matters. Members shall ensure that their use of public resources is always in support of their parliamentary duties. It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation.”
9 Commissioner’s memorandum, para 47
10 Commissioner’s memorandum, paras 48 to 54
11 WE14
with whom he or she has a financial relationship, provided, broadly, that the Member declares an interest, and that there is no fundraising or commercial promotion. When considered together with the undertaking not to provide paid advocacy, the forms of words used in the agreements did not indicate to me that Sir Kevin was contracted to provide access to parliament or parliamentarians in return for a payment to charity, or that what he planned to do would breach the rules of the House. Had they done so I would have raised it with him.  

9. The Commissioner responded that “The Registrar gives advice on request and it is not her role to police the activities of Members.” The Commissioner also told Kevin Barron:

   I do not think my finding is at odds with the Registrar’s comments, rather I think it demonstrates the difficulties inherent in interpreting with some consistency rules and regulations written at different times, for different purposes. The Registrar in her advice to me focused on the permissive language of the relevant paragraph of the agreements. While I considered her advice on this carefully, I took the view that the agreement for the provision of services did form a contract, albeit an imprecise one.  

10. The Commissioner states clearly in her memorandum that her inquiries “have given me no reason to doubt Sir Kevin’s integrity or honesty”. She has found he committed a “minor” and “inadvertent” breach of the rules, despite the transparency of the arrangements he had made with JPG, because of the wording of the banqueting rules and the practice of attributing remuneration by means of a payment donated to a charity to the income of the relevant Member. Breaches at this level of seriousness would normally be dealt with by means of a rectification; however, Standing Order No. 150 only permits that process to be used in respect of the rules on registration or the rules on the use of facilities, etc, where appropriate financial reimbursement can be and has been made. Neither of these circumstances applies in this case and so she has submitted her Memorandum to us for consideration.

**Our conclusion**

11. From the outset, we have considered whether there are any conflicts of interest in either the Commissioner conducting an inquiry into, or ourselves considering, the conduct of the Chair of this Committee. We conclude that this is not the case. We are aware of widespread precedents where professional disciplinary committees have investigated their own members or indeed a chair. There is no inherent conflict of interest in our taking on the role and we are confident that our conclusions have not been influenced by Kevin Barron’s position.

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12 WE14, quoting WE11. Kevin Barron’s emphasis
13 WE15
14 WE15
15 Standing Order No 150(4) reads: “No report shall be made by the Commissioner—(a) in any case where the Member concerned has agreed that he has failed to register or declare an interest, if it is the Commissioner’s opinion that the interest involved is minor, or the failure was inadvertent, and the Member concerned has taken such action by way of rectification as the Commissioner may have required within any procedure approved by the Committee for this purpose; and (b) in any case involving parliamentary allowances, or the use of facilities or services, if the Commissioner has with the agreement of the Member concerned referred the matter to the relevant Officer of the House for the purpose of securing appropriate financial reimbursement, and the Member has made such reimbursement within such period of time as the Commissioner considers reasonable.”
12. We have also considered whether the Chair of the Committee on Standards is expected to demonstrate a higher level of awareness of the rules because of his position. Nothing in the Code of Conduct distinguishes between the Chair and other Members of the House in this way but we have borne in mind the requirement under the Code for Members to display leadership.

13. We have concluded that we agree with the Commissioner that Kevin Barron adhered fully to the rules on the disclosure of his relationship with JPG and that he was not in breach of the 1995 resolution of the House.

14. We also agree with the Commissioner’s finding that Kevin Barron was in breach of the code in accepting payment of any kind linked to the use of House facilities. Although he did not receive payment himself, he was able to direct that it be given to a particular charity as a result of the contractual relationship. This means that the payment was a “direct or indirect financial or material gain” to Kevin Barron as a sponsor of the events organised in the House on behalf of JPG.

15. We have considered Kevin Barron’s position that he relied on the Registrar to alert him to any potential difficulties with the contract which she had received. Members are ultimately responsible for their own decisions regardless of advice sought or given, or as in this case not volunteered. We note, however, the lack of clarity over the provisions relating to contracts at the time, amply illustrated by the fact that a template was subsequently introduced to address this.

16. We would not wish to lose sight of the fact that this is a minor matter and we agree with the Commissioner’s finding that it was an inadvertent error. The evidence shows that Kevin Barron fully complied with the rules and practices of the House at that time on, and was fully transparent in, registering and declaring this interest.

17. Kevin Barron has cooperated fully with the Commissioner’s investigation and we agree with her conclusion that the inquiry has raised no doubts over Kevin Barron’s integrity and honesty. We consider that no further action is required.

18. The inquiry has raised issues which are matters of concern to us, relating to the multiplicity of rules set by different bodies within the Commons, and the vagueness of some of the wording. We will give these issues consideration as we continue our work reviewing the Code of Conduct and the Guide to the Rules.

*The lay members present took a full part in the consideration of this report. None of them wished to submit an opinion.*
Appendix: Complaint against Rt Hon Sir Kevin Barron MP

Executive summary

1. On 21 March 2016 I began an inquiry into an allegation made by the Daily Telegraph newspaper that Rt Hon Sir Kevin Barron MP, Chair of the Committee on Standards, had breached the rules of the House, by accepting payment in return for arranging events in Parliament between 2011 and 2014 while working as a parliamentary adviser for the Japanese Pharmaceutical Group (JPG). I have completed my inquiry. This Memorandum sets out the evidence and the conclusions I have drawn.

2. My inquiry centred on the interaction between the Code of Conduct, the banqueting regulations and the unwritten but established advice at that time that payments made in connection with work done by a Member should be registered even when passed direct to a charity or other party, because those payments would not have been made if the work had not been done. Such payments were, and still are, regarded as earnings from employment.

3. My investigation has shown that Sir Kevin conscientiously followed the rules on the registration and declaration of his interests. He recorded the remuneration from JPG in the Register of Members’ Financial Interests, submitted agreements for the provision of services and made the appropriate declarations when booking the House of Commons dining facilities. However, the banqueting regulations said at the relevant times that, “the private dining facilities [were] not to be used for the direct or indirect financial or material gain by a Sponsor, political party, or any other person or outside organisation”.

4. The agreement for the provision of services made by Sir Kevin linked the arrangement of occasional events at the House of Commons to payment by JPG. The effect of that agreement was that the payments, registered as remuneration from employment in the Register of Members’ Financial Interests, were in part to arrange the use of House of Commons facilities. This financial remuneration (albeit donated to charity) was a benefit to a sponsor, which amounted to a breach of the banqueting regulations and so put Sir Kevin in breach of paragraph 14 (later 15) of the Code of Conduct for Members.

5. The interaction between different rules and regulations, written at different times and for different purposes, is the issue which I have had to resolve. Those rules and regulations are set out at the beginning of my report and that section indicates the depth of consideration and the subtleties which have been involved in this case. I arrive at my conclusion having considered the relationship between two sets of rules/regulations both of which need to be read in the context of the overarching standards and aims set out by the Code of Conduct itself. It is a matter of interpretation to which I have given careful thought.

6. I consider this breach of the rules and the Code to be at the least serious end of the spectrum. There was nothing untoward in Sir Kevin booking the dining room for the use of a third party. Indeed, at the relevant time the banqueting regulations allowed third parties to book the dining facilities, only through the sponsorship of a named Member.
The breach of the rules arose because, in his agreement for the provision of services, Sir Kevin said that he might sponsor the occasional event in Parliament. This then became part of the remunerated agreement and thus breached the regulations.

7. My inquiries have given me no reason to doubt Sir Kevin’s integrity or honesty. Under the rectification procedure described in Standing Order No 150 I may conclude certain inquiries where I find a minor or inadvertent breach of the rules. However the terms of that Order do not cover the circumstances of this particular allegation, even though it is minor. I am, therefore, submitting this Memorandum to the Committee on Standards for consideration.

1 September 2016
Background

1. On 9 March 2016 an article appeared in the *Daily Telegraph* newspaper alleging that Rt Hon Sir Kevin Barron MP had signed a contract with a group of companies in which he agreed that he “would arrange events in Parliament in return for payment.” This, the *Daily Telegraph* said, was an apparent breach of House of Commons rules. The same day, Sir Kevin referred this matter to me to consider “whether any breaches of the rules or code of conduct have taken place.”

2. Having considered whether there was sufficient evidence to justify the initiation of an inquiry, I wrote to Sir Kevin on 21 March 2016 to say that I had begun an investigation. I said that I would investigate the allegation that he had; “agreed, in return for payment to charity, to arrange access to Parliament and/or parliamentarians and that this was contrary to the rules of the House.” I said that for completeness I would; “also consider whether any such arrangements were made in compliance with the rules on the use of dining facilities.”

Relevant rules of the House

Use of Parliamentary facilities

3. The events investigated in this memorandum occurred almost entirely during the 2010 Parliament. Paragraph 14 of the Code of Conduct approved on 23 June 2009 said:

14. 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.

4. An amended Code was approved by the House on 12 March 2012. The relevant paragraph reads:

15. Members are personally responsible and accountable for ensuring that their use of any expenses, allowances, facilities and services provided from the public purse is in accordance with the rules laid down on these matters. Members shall ensure that their use of public resources is always in support of their parliamentary duties. It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation.

5. The banqueting regulations of February 2011 provided, in paragraph 6, details about the acceptable use of dining facilities:

a) Subject to the exclusions in 6(b), the private dining rooms are not to be used for direct or indirect financial or material gain by a Sponsor, political party, or any other person or outside organisation.

b) Use of private dining rooms for direct or indirect financial or material gain by registered charities is acceptable…”
Disclosure of interests: registration and declaration

6. Paragraph 13 of the Code of Conduct said:

Members shall fulfil conscientiously the requirements of the House in respect of the registration of interests in the Register of Members’ Financial Interests. They shall always be open and frank in drawing attention to any relevant interest in any proceeding of the House or its Committees, and in any communications with Ministers, Members, public officials or public office holders.

7. The 2009 and 2012 editions of the Code of Conduct were silent on the question of the registration of remuneration donated to charity. However, in December 2012 in his consultation on the review of the Guide to the Rules, the then Commissioner said:

17. Some Members follow the practice of asking their employers to make over employment payments direct to their local party organisation or to charitable or community organisations. Others will donate such payments after receipt. Some Members have argued that if the payment did not reach his or her bank account, or passed through it only briefly, it should not be registrable. The established advice in both cases is that such sums should be registered, on the grounds that if the Member had not performed the service, the payment would not have been made. Had the Member not chosen to redirect the payment it would have added to his or her earnings. It is for consideration whether the Guide should explicitly advise registration of such payments in future.  

8. The long-standing expectation that such payments should be registered by the Member concerned was subsequently codified in paragraphs 11 and 12 of chapter 1 of the 2015 Guide to the Rules, which says:

A Member who receives payment for his or her work and then donates it to another person, or to a charitable or community organisation, must make their registration in the usual way but may note the donation in their Register entry.

A Member who does not receive a payment for his or her work in a recognisable form or at all, because it is made to another person or organisation, should nevertheless register the payment within 28 days of its receipt by that person or organisation. This applies only to payments which, if made direct to that Member, would have required registration under this category [Category 1 – employment and earnings].

9. Paragraph 86 of the 2009 Guide to the Rules said:

The requirement to declare a relevant interest at the appropriate time covers almost every aspect of a Member’s parliamentary duties extending to correspondence and meetings with Ministers and public officials. Frankness with colleagues is also important. In 1975 the House agreed to the report of the Select Committee on Members’ Interests (Declaration) which contained these words: “It should be a matter of honour that a financial interest is declared
not only, as at present, in debate in the House and its Committees but also whenever a Member is attempting to influence his fellow Members, whether in unofficial committees and gatherings or at any kind of sponsored occasion, with or without entertainment, or simply in correspondence or conversation. Above all it should be disclosed when a Member is dealing with Ministers of the Crown and civil servants, and his obligation becomes of paramount importance when a foreign government is involved either directly or indirectly.

10. The banqueting regulations required Members who sponsored events in the dining facilities to declare any relevant interest relating to their sponsorship of a function. The regulations provided as follows:

5. Declaration of Interest

a) … The Sponsor is directly and personally responsible for the declaration of any relevant interest relating to their sponsorship of a function.

b) … The Sponsor must complete the relevant section of the Private Dining Confirmation Form to indicate whether there is a relevant interest. In the event that there is any relevant interest, invitations must state “relevant interest declared”.

Disclosure of interests: agreements for the provision of services

11. Paragraph 25 of the Guide to the Rules, dealing with Remunerated Employment (Category 2 in the Register) said:

As with Category 1, a Member who is regularly providing services in the capacity of a Member of Parliament should obtain, and deposit with the Office of the Parliamentary Commissioner for Standards for public inspection and reproduction if required, an agreement for the provision of services, and should register earnings in bands of £5,000…

12. On 6 November 1995 the House agreed to the following Resolution relating to lobbying for reward or consideration:

It is inconsistent with the dignity of the House, with the duty of a Member to his constituents, and with the maintenance of the privilege of freedom of speech, for any Member of this House to enter into any contractual agreement with an outside body, controlling or limiting the Member’s complete independence and freedom of action in Parliament or stipulating that he shall act in any way as the representative of such outside body in regard to any matters to be transacted in Parliament; the duty of a Member being to his constituents and to the country as a whole, rather than to any particular section thereof: and that in particular no Members of the House shall, in consideration of any remuneration, fee, payment, or 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—
i) advocate or initiate any cause or matter on behalf of an outside body or individual, or

ii) urge any other Member of either House of Parliament, including Ministers, to do so,

by means of any speech, Question, Motion, introduction of a Bill or amendment to a Motion or Bill, or any approach, whether oral or in writing, to Ministers or servants of the Crown.

Summary of events

13. The Japanese Pharmaceutical Group (JPG) represents the views of member companies in the UK and promotes Japanese involvement in healthcare in the UK. JPG had first had contact with Sir Kevin in 2008 when their then parliamentary adviser had asked him to host a meeting which the adviser was unable to attend. In November 2010 they invited Sir Kevin to take on the role of parliamentary adviser and outlined the key functions that they expected of their adviser as follows:

- To act as a host for events to be held at the House of Commons (HoC) (approximately 2 such events per year)
- To provide insight into the workings of Government, with regard to the most appropriate person/persons to speak with on an issue, and aid with contacting such individuals where appropriate (usually conducted by a co-ordinator, but sometimes follow-up by parliamentary adviser helpful)
- To add the political dimension to discussions held within the Group or with guests
- To inform the Group of different political parties’ position regarding relevant issues as they arise
- To join the Group for meetings at venues other than the HoC on relevant issues, when available and Parliamentary commitments permit (up to an additional 3 meetings per year usually)

14. In February 2011, after meeting Sir Kevin to discuss their proposal, JPG wrote to him to confirm the arrangements. They said that “In addition we might hold meetings for a wider audience which you may wish to attend or indeed host. One initial meeting proposed is an event at the House of Commons with member companies’ constituency MPs. This event is to be sponsored by you and held shortly after Easter. We will be in touch with [name redacted] to organise this shortly.” The letter continued “In recognition of the time you are devoting to such activities we would like to make a donation to the [name of charity] in Rotherham, Please can you confirm this is acceptable to you…”
15. On 5 April 2011 JPG wrote to Sir Kevin again. They said:

“As has been discussed, we propose that members meet with you approximately three times a year to discuss key topics. We expect such meetings to be in central London at a mutually convenient time and venue and an agenda to be set, with your input, in advance. In addition we may look to hold the occasional event at the House of Commons with you as sponsor/host. In recognition of the time you are devoting to such activities we would like to make a donation to the [charity] in Rotherham. We would like to propose an amount of £3,000, based on approximately 20 hours over the course of a year, to be paid in April. We will reconfirm your wish to act as a Parliamentary Adviser to the Group on an annual basis.”

16. On 28 April 2011 JPG’s Chairman wrote to the MPs of nine constituencies in which member companies were situated, inviting them to a breakfast discussion in the House of Commons to be hosted by Sir Kevin.9 (In the event none of them attended the breakfast.)

17. On 3 May 2011 Sir Kevin wrote to the Registrar of Members’ Financial Interests. He enclosed a copy of a document entitled “Agreement for the provision of services between Rt Hon Kevin Barron MP and the Japanese Pharmaceutical Group.” It was signed by a representative of JPG and said:

“We pay up to £5,000 per annum.

The services we expect Kevin Barron to provide are the following:

that members meet with him approximately three times a year to discuss key topics. We expect such meetings to be in central London at a mutually convenient time and venue and an agenda to be set, with his input, in advance. In addition we may look to hold the occasional event at the House of Commons which he may sponsor/host.

We do not expect Kevin Barron to engage in any form of advocacy as defined in the Resolution of the House of Commons of 6 November 1995.”

18. Over the following four years, with a gap of several months in 2013–2014, Sir Kevin continued to act as adviser, sponsoring two further meetings for dinners in the House of Commons. On each occasion Sir Kevin made a declaration of interest on the booking form and each invitation recorded his declaration.11 He submitted a total of three agreements with JPG to the Registrar, in 2011, 2012 and 2014.12 In recognition of his work, at about the same time that he submitted each agreement, a representative of JPG wrote a cheque, for £3,000, for the charity in Rotherham. Two of these cheques appear to have been sent via Sir Kevin and one was sent direct to the charity.13 Sir Kevin registered these payments as remuneration for employment in the Register of Members’ Financial Interests. On 28 July 2015 the Chairman of JPG wrote to Sir Kevin to say that for the time being at least they would not renew their arrangement with him.14

9 WE4 KB34–36
10 WE1
11 WE4 KB34–36 & KB8, KB12, KB20
12 WE11
13 WE1, WE4 KB18 & WE4 K26
14 WE4 KB39
Evidence

19. In his letter, received on 9 March, referring himself to me Sir Kevin said:

“The relationship I had as an adviser was for twenty hours a year and the agreement was that a direct payment would be made by the JPG to [a charity] in my constituency.

My own understanding is that due to the fact that I made no personal gain and all the fees were paid to a charity, I had not breached the rules on usage of parliamentary facilities for personal or business use.

It is a matter of record that I followed the rules in registering this interest and that I deposited an agreement for the provision of services, as the rules required.

In light of the allegations that I may have breached House of Commons code of conduct or rules, I refer myself to you for you to consider whether any breaches of the rules or the code of conduct have taken place.”

20. He included with his letter copies of his correspondence with JPG at the relevant times.

21. In my response to Sir Kevin, dated 21 March, I told him that I would undertake an inquiry and set out the issues which I would consider. I asked him to address nine specific issues as follows;

i) “A brief history of your relationship with JPG and how it has developed;

ii) Whether you or your office sought the advice of the House authorities at any stage about the terms of your agreements for the provision of services to JPG and, if so, what advice you received;

iii) To the best of your recollection, what work (other than arranging meetings) you have done for JPG under the terms of your agreement for the provision of services; the nature of that work and the approximate hours involved. (I note that the agreements which you lodged suggest that you were expected to attend three or four meetings a year and that, on the basis of the information you have provided, you hosted three events and attended six other meetings/dinners/receptions over a four-year period);

iv) Whether Rt Hon Stephen Dorrell MP, Ms Penny Mordaunt MP and Rt Hon Andy Burnham MP did in fact attend the meeting(s) outlined in JPG’s letters to you of 14 September 2012, and the dates, nature and purpose of any such meetings;

v) How was the agenda and attendance for your meetings with JPG agreed, and what part you/your office played in arranging these meetings;
To the best of your recollection, how frequently JPG asked you to arrange contact between its members and named parliamentarians (and with whom), whether you obliged, and the dates, purpose and other details of those contacts;

Whether you continued to meet/advise JPG during 2013 (we have agreements for 2011, 2012 and 2014 but not 2013) and, if you did so, whether there is a separate agreement;

To the best of your recollection, whether you declared to the House authorities a relevant financial interest when sponsoring the dinners of 17 October 2011 and 8 July 2013 (I can see that your interest was declared on the invitation to the breakfast on 8 June 2011); and

Why JPG made the payment for your services to the [charity], and whether this was at your request.

It would be helpful if you could provide as much supporting evidence as possible, for example, a copy of any advice you received from the House authorities; copies of any other relevant correspondence with JPG (including agendas for the meetings you attended); any evidence you hold concerning declarations.

Sir Kevin responded in detail on 5 April 2016, and provided 43 pages of evidence concerning his relationship with JPG. In summary, this evidence details his contact with JPG from November 2010 until July 2015, details of the meetings in the House and evidence of the donations made to the charity. He said that:

“In April 2011 an invite was sent for a breakfast meeting to Philip Hammond, Mary Macleod, Cheryl Gillan, Mark Field, Grant Shapps, John Redwood, John McDonnell, John Randall and Dominic Grieve. The invitees were constituency MPs of the JPG member companies—however none attended the event and instead it turned into a discussion between myself and members of the group.

In September 2012 JPG requested that I try to set up separate meetings with Andy Burnham, Penny Mordaunt and Stephen Dorrell. Mr Dorrell attended the dinner on the 8 July 2013 with his assistant [name redacted] for a discussion on the Pharmaceutical Industry in the UK (this interest was declared KB36).

A meeting between Mr Burnham, JPG and myself, was held to aid Mr Burnham in his work as Shadow Secretary of State for Health in Room W4 in Parliament on 10 September 2014. For the record in the case of Ms Mordaunt, the proposed meeting never happened.”

KB reference numbers—which refer to the page number within the enclosure—can be found in WE4
23. Sir Kevin also addresses the issue of payment for his services. He says:

“JPG suggested that in recognition of the time I was devoting to the work of JPG they proposed a donation. As you will see from the letter dated 17 February 2011 “In recognition of the time you are devoting to such activities we would like to make a donation to the [charity] in Rotherham. Please can you confirm this is acceptable?” I arranged no other events or provided any advice apart from the listed events in the timeline provided (KB40–43).

I firmly believe that my interpretation of the rules was in good faith and at no time did I make or seek to make any personal or political gain from the arrangement.

As you know the Code of Conduct on this issue was revised in April 2012, so the first agreement with JPG would fall under what I will call version 1 and covers the first two events (8 June 2011 and 17 October 2011) highlighted in the Telegraph article. Both fall into that period. The two further agreements and the final event (8 July 2013) would fall under version 2. You will recall that the rules were changed due to there being cases of political fundraising using parliamentary facilities and I believe that this rule has had unintended consequences.

Version 1 – 14. 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.’

Version 2 – 15. Members are personally responsible and accountable for ensuring that their use of any expenses, allowances, facilities and services provided from the public purse is in accordance with the rules laid down on these matters. Members shall ensure that their use of public resources is always in support of their parliamentary duties. It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation.’

As this matter relates to Parliamentary banqueting, I now specifically refer to Clause 11 of the Conditions of Hire for Functions and Events in particular. I complied with all the rules below.

11.3 Should a sponsoring Member of Parliament have a Declarable Interest in the Event the wording “Relevant Interest Declared” must be stated on the invitation and details given on the Sponsorship Agreement Form. Members of the House of Lords should refer to the Registrar of Lords’ Interests for advice on registration. Invites attached KB8, KB12, KB20.

11.4 A Member (of either the Commons or the Lords) sponsoring an Event will have to complete a Sponsorship Agreement Form providing an assurance that the proposed Hirer is a fit and proper organisation.
to hold an Event in the House and that the Event will not damage the House’s reputation, but HOC will enter into a legally enforceable contract with the Hirer (or the sponsoring Member, as Hirer, where there is no third party). Sponsorship forms attached KB34, KB35, KB36.

11.5 Sponsoring Member (of either the Commons or the Lords) must attend the entirety of the Event they sponsor.

I was present for the whole event unless I had to leave for a vote in which case I was gone for a short time.

11.6 All invitations, notices and circulars in relation to a sponsored Event must be issued in the name of the Sponsor and not that of any third party involved. Invites attached KB8, KB12, KB20.

In conclusion it is my belief I complied with the Code and I do not believe that either [the charity] or I received any personal or political advantage under this arrangement.

If you require any further clarification, I would be happy to meet to discuss this submission. I also enclose a timeline of this arrangement and further associated documents.”

24. I wrote to Sir Kevin on 20 April thanking him for his letter and apologising that there would be a delay before I could contact him again. I also drew to his attention to the fact that I would:

“...in particular, need to consider the relevance of the longstanding practice of the House not to differentiate, for the purposes of registration, between remuneration paid direct to a Member and remuneration paid to a third party in respect of services provided by a Member. (In his consultation paper on the 2012 Review of the Guide to the Rules relating to the conduct of Members John Lyon noted “Some Members have argued that if the payment did not reach his or her bank account, or passed through it only briefly, it should not be registrable. The established advice in both cases is that such sums should be registered on the grounds that if the Member had not performed the service, the payment would not have been made...”)21

25. I wrote again on 12 May and arranged for Sir Kevin to come to my office on 9 June.22 With his permission I recorded that interview and the transcript forms part of the evidence.23 At the beginning of the interview I asked Sir Kevin how the original arrangements had been made. He said;

“You will have seen the correspondence. They wrote to me after I had done this [chaired a breakfast meeting] and said “We are considering doing that [inviting him to become their parliamentary adviser], can we come and have a chat”, which was fine. This is not something I hadn't done for dozens of

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21 WE5
22 WE6
23 WE16
organisations particularly around health and pharmaceuticals where I have hosted or co-hosted gatherings of people for politicians to come along and talk to them.

KH: But as a paid political adviser or on a voluntary basis?

KB: There was no issue about that of course because it wasn’t about a paid political adviser when they approached me.

KH: Ah, explain that to me.

KB: It was very simple. I met them on the basis that they wanted someone to book a room or whatever in Parliament so that they could talk about their industry to legislators, to MPs and to members of the House of Lords, so they approached me on the basis that “If I would be an adviser to them”—there was no issue about money. As I recall [the Chair] said something along the lines of, “We could make a payment” and I said “No” and he said “we didn’t think so anyway”. I have been very happy doing this for different organisations for many years.”

KH: On a voluntary basis they approached you and you were interested?

KB: Absolutely, and he said that they could make a donation to a charity. I was very happy to meet them on the basis of that. You can look at my Members’ Interests—I have been giving money to charities for donkeys’ years... They offered it, I didn’t ask for it at all.

The charity that this money was going to was one of two charities in my constituency who for years have had the benefits of me filling in Mori polls and things like that. I do that from my office in Westminster on a regular basis […] I didn’t want the money when I was approached by these. It was their offer of giving money to a charity. I said OK, but beyond that, it wasn’t prompted by me.”

26. I checked my understanding of this with Sir Kevin carefully:

“KH: Can I just make this absolutely clear? When they first approached you, you had not expected any money for it, you were offering to do it on the same basis as you had done for a number of other organisations and it was their suggestion that they should pay you?

KB Yes. [JPG’s Chair] said that. He said something along the lines of, “Obviously, you would want paying?” I said, “No, I wouldn’t” and he said that “we could give a donation to a charity”.”

27. At a later stage in the interview I asked Sir Kevin whether receipt of payment made any difference to what he was allowed to do. He said:

“KB: If I was being paid for doing it? Yes, quite clearly there would have been. I had gone through a situation where there were these changes in banqueting rules because political parties were holding dinners in there and raising money, so I was conscious of that and I do remember that, [a Member] in
opposition, was using an office in Norman Shaw and he went through the system. So, yes, in terms of that if it had been going to anything other than charity, I would have been very conscious of it. I wouldn't have gone near the place quite frankly. My understanding was, and I await for your summary on this, but my understanding was that charities could use Parliament and did use Parliament in certain ways. I have hosted dinners for charities and I understand that if a charity books through an MP they would actually get a discount for doing so. So, there was nothing in my mind that rang any bells at all.

KH: But the difference in this case was that, although the money was going to charity the money was effectively being paid to you.

KB: It was being paid to [charity]. I would emphasise that.

KH: But it was money that you had earnt and then said should be passed on to them.

KB: I never looked at it in that way: that I was actually earning this. If I had thought that this was me earning an income, I probably wouldn't have had those three times in banqueting. And you must remember, as well, when I had the initial correspondence I had with the Registrar about this relationship, it was all in there. What was happening with my relationship with the Japanese Pharmaceuticals Group was known by the Registrar very early on and where the money was going. And indeed when I did book on these three occasions, I booked banqueting in the House of Commons and registered in the appropriate way because I thought, quite obviously, that was the right and proper thing to do. I wouldn't have registered it… Well, I wouldn't have booked it, if it was going to the Rother Valley Constituency Labour Party. That was wrong. This was a recognised registered charity and I thought, rightly or wrongly, you decide on that, that going to a charity was different to going to anywhere else.

KH: The money was going to the charity. The organisation for which you booked the room was not a charity.

KB: No, ironically, if I had said to [the charity] that you book these rooms and I will be your sponsor we would have got a discount on it […]

The cost of it. The food and drink and everything else. We would have got a discount on it. It is for you to decide in the end. That’s the irony of this. That’s the nature of where we are at.”

28. Later in the interview, I asked Sir Kevin whether he saw any basis for an argument that he was being paid to provide access to parliamentary facilities or Members. In response, he said:

“KB: No. […] …this is the root of the complaint and my instinctive answer to that is “No”. Beyond what I’ve declared. […] And I had declared and from my perspective not been questioned because I thought the issue of banqueting and charities is different to the issue of banqueting and political parties.
29. I asked Sir Kevin to explain a comment in his letter of 5 April 2016\textsuperscript{24} that a change in the rules had led to unintended consequences. He told me:

\textit{KB: I think this is in relation to the issue of when there was the change because of party political fund raising. It was added on about money not being able go to a third party organisation and I think that this was other than a registered charity. I think that that was added after a couple of scandals that went around. So I was conscious of that. In the letter I sent you dated 5 April:}

‘Version 1 – 14. 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.’

Version 2 – 15. Members are personally responsible and accountable for ensuring that their use of any expenses, allowances, facilities and services provided from the public purse is in accordance with the rules laid down on these matters. Members shall ensure that their use of public resources is always in support of their parliamentary duties. It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation.’

\textit{KB: This was because of the party fund raiser but it was also (and I don't know where this is). My understanding was that because effectively charities could book the facilities or the facilities could be booked on their behalf, because they had to be sponsored by a Member of Parliament. I just didn’t think that it fitted into that. If the charity had booked these three rooms, and they could quite legitimately have done and I didn’t ask them to. If I had said to them it is in your interest. The charity issue wasn't involved in any of this by and large.}

\textit{KH: It wouldn't be the case of the charity to book the room on the behalf of the pharmaceutical group.}

\textit{KB: No, it would be on behalf of the charity and they could pay for it. This was not an issue for me. I did not think that I was doing anything wrong in terms of this going to a registered charity and I’ve booked rooms for registered charities (I booked a big dinner a few years ago) for Breast Cancer. When I did that I didn't think I had done anything more wrong than when I registered all my interests that are coming out of the contract. And this money went to a third party but not to a political organisation. That’s what the change in the rules stopped. Now it couldn't go to any other organisation. That’s the unintended consequences. […] … “It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation” which was about the use of the room for fundraising. So, ok, there was an “anyone else” in there but I didn't read that as a registered charity, which could have booked the room anyway…”}
30. At the conclusion of the interview I asked Sir Kevin whether there was any more he would like to say. He said:

“KB: [...] In my personal view, I couldn’t have been more open about what I did and the reasons why I did it and there was no personal gain in any way, shape or form in my view by what I did. I did not think that a registered charity was like a political party. [...]”

**Evidence from the Registrar**

31. On 15 June I wrote to the Registrar to seek her advice particularly on the practice of her office on receipt of agreements for the provision of services. These agreements were required during the 2010 Parliament but are now no longer required. I also requested any other relevant comments she might wish to make. The Registrar responded on 29 June and attached copies of her correspondence with Sir Kevin’s office. She explained the requirements of the House with regard to Agreements for the Provision of Services:

“*The House had set only basic requirements for what these Agreements for the Provision of Services were to contain. These are summarized in the following paragraph from the 2009 Guide to the Rules:*

66. '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.

Members should:

- ensure that the agreement does not breach the ban on lobbying for reward or consideration (see paragraphs 89–101 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; and
- declare the interest when it is appropriate to do so (see paragraphs 72–88).

Deposited agreements may be inspected in the Parliamentary Archives.”

32. Sir Kevin had said that he assumed that if there was anything incorrect about the agreement the Registrar would have contacted him. She told me:

“*Communications with Members about agreements for the provision of services*

I do not recall communicating with Members generally about these agreements or about the checks we carried out upon them. This was probably because..."
only a few Members—no more than 30—lodged such agreements with us. We did however provide detailed advice to individual Members contemplating new roles which would have required an agreement.

Sir Kevin’s assumption that if there was an issue of compliance he would have been contacted

Sir Kevin, as Chair of the Standards Committee, would have been sufficiently aware of our practices to know that we would ask further questions of a Member if we felt that more information was needed for the Register. For example, on receiving his first agreement in 2011 we asked him to list the companies who were members of the Japanese Pharmaceutical Group (JPG).

Checks undertaken on receipt

On receiving an agreement my staff would check that it included an undertaking not to breach the ban on lobbying for reward or consideration and that it stated the remuneration to be received (allocated to a £5,000 band). We would then acknowledge and file it. Each of Sir Kevin’s agreements included this information.

Sir Kevin’s arrangement with the JPG appears to have been relatively informal. You will have noticed that his first agreement was provided in May 2011; the next in September 2012 and the third in April 2014, and that payments were made at about the same times. No payment was made in 2013, and no agreement was submitted in that year. There was no set pattern to the timing of payments and agreements. The agreements also do not say what periods they covered, or whether payments were made in recognition of services provided or in expectation of them.

During my time as Registrar I developed a new proforma for these agreements which we offered to Members when the time came to renew their employment contracts. The use of a proforma, as opposed to free text, made it easier for us to check the agreements. Also, because the proforma required Members to give the end date of their contract (if any), it was easier for us to know when to prompt for a fresh agreement. By 2014 we would normally have offered a proforma to any Member who was considering an Agreement for the Provision of Services. I can however see no record of our offering one to Sir Kevin in 2014. From my reading of the correspondence I assume that, in view of the long interval since the previous agreement, until April 2014 we were uncertain about whether the arrangement was continuing. I regret this omission, since if we had sent Sir Kevin a proforma agreement in 2014 it would not have mentioned sponsoring or hosting activities on the parliamentary estate.”

33. The Registrar then discusses the specific allegation against Sir Kevin:

“In your letter you say that you are investigating whether Sir Kevin agreed to arrange access to Parliament or parliamentarians in return for a payment to charity.
Sir Kevin registered a role as Parliamentary Adviser to the JPG. I see that each of the three agreements which we hold between the JPG and Sir Kevin includes first a requirement to attend various meetings, whose purpose was, I assume, to allow him to provide advice to JPG members. In each agreement the next sentence, relating to events which might be held at the House of Commons, is couched in less demanding and more permissive language. For example, in the agreements forwarded on 3 May 2011 and 14 September 2012, the next sentence says:

“In addition we may look to hold the occasional event at the House of Commons which he may sponsor/host.”

The 7 April 2014 agreement has slightly different wording; it says:

“Under this agreement Kevin Barron shall provide the following services to the JPG in 2014:

• Attend meetings with members of the JPG (around three or four times) to discuss topics of relevance to the pharmaceutical industry. Such meetings shall be held in central London at a mutually convenient time and venue, with an agenda to be set, with both Parties’ input, in advance.

• Attend occasional events at the House of Commons which Kevin Barron may sponsor/host, to which other guests may be invited to join the discussion.”

It was not uncommon for Members to book parliamentary refreshment facilities on behalf of an outside organisation with whom they had a connection. The banqueting rules of the House do not prevent a Member from booking private dining facilities for a company with whom he or she has a financial relationship, provided, broadly, that the Member declares an interest, and that there is no fundraising or commercial promotion. When considered together with the undertaking not to provide paid advocacy, the forms of words used in the agreements did not indicate to me that Sir Kevin was contracted to provide access to Parliament or parliamentarians in return for a payment to charity, or that what he planned to do would breach the rules of the House. Had they done so I would have raised it with him.

I should also add that since December 2013, outside organisations have been able to book the private dining facilities direct, and do not need to rely on a Member to make the booking for them.”

34. The Registrar provided copies of circulars relating to the Code of Conduct and Guide to the Rules specifically referring to the registration of payments to charities, which Members would have received during the relevant period and which Sir Kevin would have seen in his role as a member and later as the Chair of the Standards and Privileges Committee. Of particular relevance are references to the established advice that Members register payments made to third parties for work they have undertaken.
Evidence in the Register of Members’ Financial Interests

35. On 7 June 2011, Sir Kevin registered £3,000, donated to charity by JPG, on 26 May 2011. On 26 September 2012, Sir Kevin registered receipt (that day) of £3,000 from JPG, donated direct to charity. On 26 September 2012, Sir Kevin registered receipt (that day) of £3,000 from JPG, made direct to charity.

Evidence from JPG

36. I spoke by telephone on 15 June 2016 to the chair of JPG and to the Group’s Coordinator. A note of that conversation is included in the evidence and has been agreed by them.28

37. Unfortunately, as the meeting at which Sir Kevin and he discussed the appointment as parliamentary adviser had occurred some five years ago, the chair could not remember it in any detail and, in particular, did not remember how the question of remuneration was raised. There are no contemporaneous notes available now but the post meeting letter of 17 February 2011 seeks Sir Kevin’s agreement to a proposal to donate £3,000 to a charity in his constituency.29 The Group Coordinator was similarly unable to remember any detail but recalled that JPG had drafted the letter of 5 April 2011 regarding the agreement. The chair also told me that the exact location of meetings had not been of concern to JPG although, as they wished to have MPs in attendance, close proximity to the Palace of Westminster was desirable.

Statement of Facts

a) Sir Kevin made three Agreements for the Provision of Services with the Japanese Pharmaceutical Group between February 2011 and July 2015. He lodged each of these agreements with the Registrar and recorded the interest in the Register of Members’ Financial Interests (RMFI). None of the agreements contained a start or end date.

b) At about the time each agreement was lodged with the Registrar, a cheque for £3,000 was sent by JPG to a charity in Rotherham, either directly or through Sir Kevin. At least two of the three cheques, each for £3,000, were made payable to the charity. (Based on the letter to Sir Kevin of 19 May, I believe the third was also payable direct to charity.)

c) The agreements stated that Sir Kevin would meet with members of the JPG to discuss key topics, but would not be expected to engage in any form of advocacy as defined in the Resolution of the House of Commons on 6 November 1995.

d) The first two agreements said that the JPG “may look to hold the occasional event at the House of Commons which he may sponsor/host.” The third said; “Attend occasional events at the House of Commons which Kevin Barron may sponsor/host…”.

e) Sir Kevin sponsored three meetings, all in dining rooms at the House: one breakfast and two dinners to which other Members were invited. No Member
apart from Sir Kevin attended the breakfast meeting in 2011, one Member attended a meeting in July 2013 and one attended a meeting in September 2014. None of the Members were Ministers.

f) Sir Kevin’s interest was declared on each of the booking forms for the events and on the invitations.

g) Sir Kevin has sponsored meetings for other organisations in the dining rooms for which he has received no payment.30

Analysis

38. The media article which prompted Sir Kevin’s self-referral alleged that he had “agreed a contract with a group of companies that said he would arrange events in Parliament in return for payment—an apparent breach of the rules... [which] prohibit MPs from using MPs Commons resources to ‘confer any undue personal or financial benefit on themselves or anyone else.’” In his letter to me, Sir Kevin asked me to look more widely. While saying that he did not believe that he has breached the Code of Conduct or rules, he asked me “to consider whether any breaches of the rules or the code of conduct have taken place.” In taking this wider approach to my inquiry, I have considered three main questions:

- Did Sir Kevin, ‘confer an undue personal benefit on himself or anyone else’ by booking House of Commons banqueting facilities?
- Did Sir Kevin adhere to the rules on disclosure of his relationship with JPG?
- Did Sir Kevin provide access to Parliament and parliamentarians in return for payment, albeit a payment to charity?

39. I will consider each of these questions in turn.

Did Sir Kevin confer an undue personal benefit on himself or anyone else?

40. In 2011, paragraph 14 of the Code of Conduct required Members to “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...” As Sir Kevin has highlighted, that rule was amended in 2012 and has since said explicitly that the use of public resources “should not confer any undue personal or financial benefit on themselves or anyone else... [my emphasis added]”.

41. The allegations made against Sir Kevin concern the use of the dining facilities on 8 June 2011, 17 October 2011 and 8 July 2013. Paragraph 14 of the Code of Conduct applied to the first two events, and paragraph 15 of the Code applied to the dinner in July 2013. The same banqueting regulations applied to all three events.

42. In this context there are three parties to be considered; JPG, the charity and Sir Kevin.
JPG

43. As the Registrar has said, the rules of the House do not prevent a Member from booking private dining facilities for a company in whom he or she has a financial interest, provided that there is no fundraising or commercial promotion. There is no suggestion that there was any such activity. Sir Kevin did not breach the banqueting regulations or enable an “undue” financial benefit to accrue to JPG by sponsoring their use of the House’s facilities.

The charity

44. The banqueting regulations permitted registered charities to gain “direct or indirect financial or material gain” from the use of the House’s private dining facilities. For this reason, any benefit flowing to Sir Kevin’s chosen charity from the use of the House’s dining facilities could not be considered to be an “undue” financial benefit to the charity.

Sir Kevin

45. This is more complex. I consider first Sir Kevin’s interpretation of the Rules of the House as they apply to his situation and then set out my conclusion. Members of the House quite frequently undertake small pieces of work, such as the completion of questionnaires, for which the company concerned pays a fee. Many Members, including Sir Kevin, donate this money in its entirety to a charity or charities of their choice. Although they do not retain the money and receive no financial benefit from it, “The established advice … [was] that such sums should be registered on the grounds that if the Member had not performed the service, the payment would not have been made…” (The Guide to the Rules was silent on this point until 2015. However, the May 2015 edition codified the long-standing advice, described by the then Commissioner in 2012, to register such payments.) Sir Kevin clearly understood the advice; following that practice and registering the three payments made to the charity in the Register of Members’ Financial Interests.

46. Sir Kevin has told me that he had not originally expected any payment from JPG and initially refused it; he was willing to act as parliamentary adviser to JPG without any remuneration. However, when they offered a donation to a charity of his choice, he saw no reason to refuse again. In his letter to me of 5 April 2016 Sir Kevin points to the changes in the Rules in April 2012 and suggests that there may have been unintended consequences. Sir Kevin said that he thought this rule was meant to apply to political organisations and that, because charities could book dining rooms for themselves, he would not be in breach of the rules. However, the issue here is not the booking of the room itself; it is the remuneration for making that booking that gives rise to a concern, regardless of the 2012 change to the rules. The suggestion by Sir Kevin that the charity could legitimately have booked the room is, therefore, not relevant.

47. As I have noted above, it was within the rules of the House for Sir Kevin to book the room on behalf of JPG. The problem arises because of the interplay between paragraphs 6(a) and 6(b) of the banqueting regulations and Sir Kevin’s agreement that donations, linked to his work for JPG, would be made to charity. As Sir Kevin acknowledged in registering the payments made by JPG to the charity, those payments were made in recognition of his services, i.e. they were remuneration attributable to him, which would not have been made but for his services to JPG. Paragraph 6(a) of the banqueting regulations says that “Subject
to the exclusions in 6(b), the private dining rooms are not to be used for the direct or indirect financial or material gain by a Sponsor, political party or...” In resolving this allegation I have needed to consider the relationship between one set of rules designed for a particular purpose (the use of dining facilities) and another relating to the registration of interests. The context within which both need to be read is that of the overarching standards and aims set by the Code of Conduct itself. It is my interpretation of this relationship that leads me to the view that Sir Kevin breached paragraph 6(a) of the banqueting regulations. However, given that he did not enjoy the benefit of that remuneration himself the breach of paragraph 14 of the Code of Conduct (paragraph 15 of the 2015 edition of the Code) is clearly at the least serious end of the spectrum.

Did Sir Kevin adhere to the rules on disclosure of his relationship with JPG?

48. The evidence shows that Sir Kevin has adhered to the requirements of the House and the Code of Conduct in the following matters:

- Sir Kevin lodged his Agreements for the Provision of Services as required by the rules.
- The payments made by JPG for each of the three years are correctly shown in the Register as remuneration for his services.
- Sir Kevin correctly declared a relevant interest on the booking forms and on the invitations which were sent.

49. Sir Kevin therefore adhered to the rules of the House concerning the disclosure of his relationship with JPG.

Did Sir Kevin provide access to Parliament and parliamentarians in return for payment, albeit a payment to charity?

50. This question relates to the 1995 resolution of the House and goes wider than the original allegation which prompted Sir Kevin’s self-referral. The resolution says;

*It is inconsistent with the dignity of the House, with the duty of a Member to his constituents, and with the maintenance of the privilege of freedom of speech, for any Member of this House to enter into any contractual agreement with an outside body, controlling or limiting the Member’s complete independence and freedom of action in Parliament or stipulating that he shall act in any way as the representative of such outside body in regard to any matters to be transacted in Parliament;...*

51. Sir Kevin has not breached this resolution of the House. The Agreements for the Provision of Services made explicit that he would not be expected to breach the House’s rules on advocacy, which flow from this resolution. The agreements did not control or limit his complete independence and freedom of action in Parliament nor did they stipulate that he should act as JPG’s representative with regard to any matters to be transacted in Parliament.
52. In reaching that conclusion, I have taken into account the comments of the Registrar in relation to the Agreement for the Provision of Services. She concludes that;

“When considered together with the undertaking not to provide paid advocacy, the forms of words used in the agreements did not indicate to me that Sir Kevin was contracted to provide access to parliament or parliamentarians in return for a payment to charity, or that what he planned to do would breach the rules of the House. Had they done so I would have raised it with him.”

53. This advice is consistent with the comments of JPG’s chair, which I have summarised as,

“…they had been aware that a nearby venue made it easier for potential attendees and that, given they wished to have MPs attend, close proximity to the Palace of Westminster was desirable. However, the exact location had not been of concern to them; they had had meetings at a nearby hotel as well as meetings on the parliamentary estate.”

54. Taken together this evidence supports the view that there was no intention, nor was the reality of the agreement, to limit Sir Kevin’s independence in Parliament.

Comments from Sir Kevin

55. In accordance with the Commissioner’s Information Note, which sets out my normal practice, I shared a final draft of this Memorandum with Sir Kevin. The Commissioner’s Information Note does not give guidance on how a Member’s response should be incorporated into a report. I have included Sir Kevin’s response and my reply in full in the evidence appended to this report. This exchange demonstrates the complexity of the interaction of the Rules highlighted above. Sir Kevin expresses surprise that I have found a breach of the banqueting regulations saying; “If I had breached any of these rules I would have expected to have been contacted by the registrar” and quoting from her evidence. He considers that the Registrar “effectively has a day to day role of policing what Members of Parliament do.” Sir Kevin concludes his letter by saying; “Even as the Chair of the committee responsible for these issues I do not believe I could have done any more to ensure that no rules were broken.”

56. I responded to Sir Kevin on 31 August saying that as a result of his letter I had made one change to my report, inserting in paragraph 47 the words, “In resolving this allegation I have needed to consider the relationship between one set of rules designed for a particular purpose (the use of dining facilities) and another relating to the registration of interests. The context within which both need to be read is that of the overarching standards and aims set by the Code of Conduct itself. It is my interpretation of this relationship that leads me to the view that Sir Kevin breached paragraph 6(a) of the banqueting regulations…” I also responded to Sir Kevin’s comments about the role of the Registrar.
Conclusion

57. As is clear from my analysis, I consider Sir Kevin’s breach of the rules to be minor and related to one specific matter. I also consider it to have been inadvertent, arising as it did from the interplay of the banqueting regulations and the established, but at that time unwritten, practice of attributing remuneration donated to charity to the income of the relevant Member. The transparency of the arrangement Sir Kevin made with JPG, together with the detailed evidence he has provided during the course of my inquiry, give me no reason to doubt his integrity or honesty in any respect. Nonetheless, although the breach of the rules is minor, it is not one which I am able to rectify through the provisions of Standing Order 150. I am therefore submitting this Memorandum to the Committee on Standards for consideration.34

1 September 2016

Kathryn Hudson

Parliamentary Commissioner for Standards

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34 Standing Order No 150 allows the Commissioner to rectify breaches of the rules in two respects: those concerning minor and inadvertent breaches of the rules on registration, and the rules relating to the use of parliamentary allowances, facilities and services where appropriate financial reimbursement has been made.
Formal Minutes

Tuesday 18 October 2016

Members present:

Jane Burgess            Susan Elan Jones
Charmaine Burton       Arun Midha
Mr Christopher Chope    Walter Rader
Sharon Darcy           Sir Peter Rubin
Mr Dominic Grieve      Tommy Sheppard
Peter Jinman

In the absence of the Chair, Mr Dominic Grieve was called to the Chair.

Draft Report (Kevin Barron), proposed by the Chair, brought up and read.

Ordered, That the draft Report be read a second time, paragraph by paragraph.

Paragraphs 1 to 18 read and agreed to.

The Commissioner’s memorandum was appended to the Report.

Resolved, That the Report be the Second Report of the Committee to the House.

Written evidence received by the Parliamentary Commissioner for Standards relating to
the inquiry was reported to the House for publication on the internet.

None of the lay members present wished to submit an opinion on the Report (Standing
Order No. 149 (9)).

Ordered, That the Chair make the Report to the House.

[Adjourned till Tuesday 1 November at 9.30am]
Published written evidence

The following written evidence was received and can be viewed on the publications page of the Committee’s website.

1. Self-referral letter from Rt Hon Sir Kevin Barron MP to the Commissioner, (undated) received 9 March 2016
2. Letter from the Commissioner to Rt Hon Sir Kevin Barron MP, 21 March 2016
3. Letter from Rt Hon Sir Kevin Barron MP to the Commissioner, 5 April 2016
4. Appendices to letter of 5 April 2016
5. Letter from the Commissioner to Rt Hon Sir Kevin Barron MP, 20 April 2016
6. Letter from the Commissioner to Rt Hon Sir Kevin Barron MP, 12 May 2016
7. Email from Sir Kevin’s office, 9 June 2016
8. Letter from the Commissioner to the Registrar of Members’ Financial Interests, 15 June 2016
9. Note of telephone call between the Chairman and the Co-ordinator of JPG with the Commissioner, 15 June 2016
10. Email from the Co-ordinator, JPG, to the Commissioner’s Office, 17 June 2016
11. Letter from the Registrar to the Commissioner, 29 June 2016
12. Letter from the Commissioner to Rt Hon Sir Kevin Barron MP, 30 June 2016
13. The Banqueting Regulations, February 2011
14. Letter from Rt Hon Sir Kevin Barron MP to the Commissioner, 24 August 2016
15. Letter from the Commissioner to Rt Hon Sir Kevin Barron MP, 30 August 2016
16. Interview with Sir Kevin Barron MP, 9 June 2016
## List of Reports from the Committee during the current Parliament

All publications from the Committee are available on the [publications page](#) of the Committee’s website.

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