

Meeting of:	Standards Committee
Date of Meeting:	Monday, 29 July 2024
Relevant Scrutiny Committee:	No Relevant Scrutiny Committee
Report Title:	Report Relating to a Complaint against Councillor V. P. Driscoll in Respect of the Vale of Glamorgan Council
Purpose of Report:	To consider the allegations made against Councillor V.P. Driscoll in respect of the Vale of Glamorgan Council
Report Owner:	Victoria Davidson, Monitoring Officer/Head of Legal and Democratic Services
Responsible Officer:	Victoria Davidson, Monitoring Officer/Head of Legal and Democratic Services
Elected Member and Officer Consultation:	This report does not require consultation to be undertaken
Policy Framework:	This is a matter for Standards Committee
<p>Executive Summary:</p> <ul style="list-style-type: none"> To consider the allegations (as referred to in paragraph 2.2 – 2.10) made against Councillor V. Driscoll in respect of the Ombudsman’s Investigation report regarding a complaint against Councillor V. Driscoll in respect of the Vale of Glamorgan Council. After considering representations, Committee is requested to make its determinations in line with the Local Government Investigations (Functions of Monitoring Officers and Standards Committees) (Wales) Regulations 2001 ("2001 Regulations) 	

Recommendations

1. That Standards Committee makes its determinations in line with Regulation 9(1) of the Local Government Investigations (Functions of Monitoring Officers and Standards Committees) (Wales) Regulations 2001, in respect of the allegations detailed in paragraphs 2.2 - 2.10 of this report.
2. That the Standards Committee notifies relevant parties in line with Regulation 9(3) of the Local Government Investigations (Functions of Monitoring Officers and Standards Committees) (Wales) Regulations 2001.

Reasons for Recommendations

1&2 To comply with the provisions of the 2001 Regulations

1. Background

1.1 Section 69 (1) (a) of the Local Government Act 2000 (“the 2000 Act”) provides that the Public Services Ombudsman for Wales (“Ombudsman”) may investigate cases in which a written allegation is made to him/her by any person that a member of a relevant authority in Wales (such as a County Borough or Community Council) has failed, or may have failed, to comply with the relevant authority’s Members’ Code of Conduct. The purpose of the Ombudsman’s investigation is to determine that either:

- there is no evidence of any failure to comply with the code of conduct of the relevant authority concerned,
- no action needs to be taken in respect of the matters which are the subject of the investigation,
- the matters which are the subject of the investigation should be referred to the monitoring officer of the relevant authority concerned, or
- the matters which are the subject of the investigation should be referred to the president of the Adjudication Panel for Wales for adjudication by a tribunal established under the 2000 Act.

1.2 At its meeting on 8th March 2024 the Standards Committee resolved:
(1) T H A T Councillor A be given the opportunity to make representations at a future meeting of the Standards Committee, either orally or in writing in respect of the findings of the investigation and any complaint that Councillor A had failed, or may have failed, to comply with the Vale of Glamorgan Council’s Members’ Code of Conduct.

(2) T H A T the Public Services Ombudsman for Wales’ investigating officer be requested to attend a future meeting of the Standards Committee having regard

to resolution (1) above in line with Regulations 8 (3A) and 8 (3C) of the Local Government Investigations (Functions of Monitoring Officers and Standards Committees) (Wales) Regulations 2001.

2. Key Issues for Consideration

- 2.1** In line with recommendation (1) above, a number of dates for a hearing were offered to Councillor Driscoll with his representative confirming that the 29th July 2024 would be acceptable. A copy of the Vale of Glamorgan Council's procedure for dealing with allegations against Councillors and referred to the Standards Committee, which has also been sent to interested parties, can be found at Appendix 1 to this document.
- 2.2** The allegations relating to Councillor V. P Driscoll as contained within the Ombudsman's Investigation report at Appendix 2 to this report are " That Councillor Driscoll failed to comply with paragraphs 6(1)(a), 7(a), 7(b)(i), 7(b) (iv) 7(b)(vi) and 15(1)(b) and 15(2) of the Model Code (a copy of the Model Code is contained within the Investigation report). The Model Code was adopted by the Vale of Glamorgan Council which is included in the Council's Constitution and reference to the paragraphs contained in the Constitution are also reproduced below.
- 2.3** Paragraph 6(1)(a) of the Model Code (being paragraph 19.2.6(a) of the Vale of Glamorgan Council's Members' Code of Conduct) states '*you must not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute*';
- 2.4** Paragraph 7(a) of the Model Code, (paragraph 19.2.8 (a) of the Vale of Glamorgan Members' Code) states '*you must not in your official capacity or otherwise use or attempt to use the Opposition improperly to confer on or secure for yourself or any other person an advantage or create or avoid for yourself or any other person a disadvantage*;
- 2.5** Paragraph 7(b)(i) of the Model Code (paragraph 19.2.8 (b) (i) of the Vale of Glamorgan Members' Code) states '*you must not use or authorise others to use the resources of your authority imprudently*;
- 2.6** Paragraph 7(b)(iv) of the Model Code (paragraph 19.2.8 (b) (iv) of the Vale of Glamorgan Members Code) states '*you must not use or authorise others to use the resources of your authority other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or of the office to which you have been elected or appointed*;
- 2.7** Paragraph 7 (b) (vi) of the Model Code (paragraph 19.2.8 (b) (vi) of the Vale of Glamorgan Members' Code) states '*you must not use or authorise others to use the resources of your authority improperly for private purposes*;
- 2.8** Paragraph 15(1)(b) of the Model Code (paragraph 19.4.1 (a) (ii) of the Vale of Glamorgan Members' Code) states '*Subject to Sub-paragraph 4 (Vale 19.4.1) you*

must within 28 days of your election or appointment of office if that is later register your personal interest where they fall within the category mentioned in paragraph 10(2)(a) (Vale 19.3.1(b)(i)) in your Authority's Register of Members' Interests by providing written notification to your Authority's Monitoring Officer;

2.9 Paragraph 15(2) of the Model Code (paragraph 19.4.1 (b) (of the Vale of Glamorgan Members' Code) states '*Subject to sub paragraph 4 (Vale 19.4.1.(d), you must within 28 days of becoming aware of any new personal interest falling within the category mentioned in paragraph 10(2)(a) (Vale 19.3.1.(b)(i)) register that new personal interest in your Authority's Register of Members' Interests by providing written notification to your Authority's Monitoring Officer .*

2.10 The above suggestive breaches of the Model Code as referenced in the Investigation report are also referred to as follows –

- That Councillor Driscoll acted imprudently and improperly and not in a manner which was conducive to the discharge of the office for which Councillor Driscoll was elected in sending emails for the benefit of his and his wife's personal business interests. The Ombudsman considered was suggestive of a breach of 7(b)(i). 7(b)(iv) and 7(b)(vi) of the Model Code of Conduct as referred to in paragraph 108 of the Ombudsman's report.
- Councillor Driscoll's use of his Council email address for private business matters the Ombudsman considered was suggestive of a breach of paragraph 7(a) of the Code as referred to in paragraphs 109 and 110 of the Ombudsman's Report. The Ombudsman also advises that it is a matter for the Council's Standards Committee whether they think the evidence also suggests a breach of paragraph 4(d) of the Code and 6(1)a.
- Councillor Driscoll's failure to declare and register his interests in respect of three properties was suggestive of a breach of paragraphs 15 (1) (b) and 15 (2) of the Model Code (see paragraph 112 of the Ombudsman's report).
- Councillor Driscoll's failure to update the Council about the occupancy of 50C Holton Road was suggestive of a breach of paragraph 6 (1) (a) of the Model Code (paragraph 113 of the Ombudsman's report refers).
- Councillor Driscoll's conduct in relation to Unit 5, Biglis House and the provision of misleading information about the occupancy of the unit to the Council the Ombudsman considered to be a breach of Paragraph 7(a) of the Model Code as referred to in paragraph 114 of the Ombudsman's Report.
- Councillor Driscoll's conduct in relation to the two applications he made for the Coronavirus business grants which led to an internal audit report. The Ombudsman considered suggestive of a breach of paragraph 6(1)(a) of the Code (see paragraph 115 of the Ombudsman Report).

2.11 Having regard to the above the date for today's hearing was subsequently confirmed with all parties. Committee is advised that responses to section 8.1 of the procedure for dealing with allegations made against Councillors and referred to the Standards Committee, have been received from Counsel Mr Joseph Broadway who will be representing Councillor Driscoll at the meeting on 29th July 2024. Members of the Committee, the Ombudsman's office have also been

forwarded this information in line with the procedure. The responses received can be found at Appendix 3 to this report. It is noted that at point 7 of the document Councillor Driscoll requests that any documents evidencing his personal financial information and/ or the personal financial information of his wife (such as bank statements) be withheld from the public domain.

- 2.12** The Investigating Officer has been asked to respond to the defences position statement at Appendix 3 in line with section 8.3 of the procedure and the response can be found at Appendix 4 to this report. All parties are advised that the Investigation officer from the Ombudsman's Office has also informed the Democratic Services Officer that they will be in attendance at the meeting and will be represented by Counsel, namely Mr. Gwydion Hughes.
- 2.13** The proposed procedure for the meeting on 29th July 2024 will be as outlined in section 10 of the procedure at Appendix 1 to this document which details the stages for the procedure for the meeting.
- 2.14** With regard to the Ombudsman's report attached at Appendix 2 the Ombudsman has advised that there are various appendices contained in the Investigation Report that contain emails and letters which bear the personal email or postal address of the sender or the recipient and these have been redacted. However, a master copy of the Investigation Report has been retained.
- 2.15** For Committee's information sensitive and confidential information relating to Councillor Driscoll and his wife has also been redacted in the document by Democratic Services as requested by Councillor Driscoll. Should, during the hearing, matters be raised relating to sensitive and confidential information the Committee will consider whether to move into Part II which will mean that the members of the public would be excluded from the meeting and the remote recording ceased.
- 2.16** In line with the 2001 Regulations, after considering the evidence and any oral or written representations made by or on behalf of Councillor Driscoll with regard to the allegations as referred to in paragraphs 2.2 – 2.11 as above Standards Committee must determine:
- That there is no evidence of any failure to comply with the Code of Conduct of the relevant Authority and that therefore no action needs to be taken in respect of the matters which are the subject of the investigation;
 - That a Member or co-opted member (or former Member or co-opted member) of a relevant Authority has failed to comply with the relevant Authority's Code of Conduct but that no action needs to be taken in respect of that failure;
 - That a Member or co-opted member (or former Member or co-opted member) of the relevant Authority has failed to comply with the Authority's Code of Conduct and should be censured; or
 - That a Member or co-opted member of a relevant Authority has failed to comply with the Authority's Code of Conduct and should be suspended or partially suspended from being a Member or co-opted member of that Authority for a period not exceeding six months.

3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?

- 3.1** The role of the Standards Committee is to promote and maintain high standards of conduct by Councillors, Co-opted Members and Church and Parent Governor Representatives. It is intended that the process adopted within this report will aim to promote that role.

4. Climate Change and Nature Implications

- 4.1** There are no direct implications as result of this report.

5. Resources and Legal Considerations

Financial

- 5.1** None directly associated with this report,

Employment

- 5.2** None directly associated with this report.

Legal (Including Equalities)

- 5.3** Standards Committee is required to comply with the 2001 Regulations.

6. Background Papers

None

PROCEDURE FOR DEALING WITH ALLEGATIONS MADE AGAINST COUNCILLORS AND REFERRED TO THE STANDARDS COMMITTEE

1. INTRODUCTION

This document sets out the procedure that the Council's Standards Committee will follow where it is required to make decisions about the conduct of Councillors following investigations by the Public Services Ombudsman for Wales or the Council's Monitoring Officer under Part III of the Local Government Act 2000 and related regulations. If there is any conflict between this document and any statutory requirements then those statutory requirements will prevail.

2. INTERPRETATION

In this procedure:

- 2.1 the "Act" means the Local Government Act 2000;
- 2.2 the "Council" means Vale of Glamorgan Council;
- 2.3 the "Code of Conduct" means the code of conduct for members adopted by the Council or the community councils within the Council's area in 2008 in accordance with section 51 of the Act, including any revisions;
- 2.4 the "Complainant" means any person who made any allegation which gave rise to the investigation;
- 2.5 the "Investigating Officer" means the person who conducted an investigation into any alleged breach of the Code of Conduct and produced the investigation report, being either the Ombudsman (or a person acting on his or her behalf) or the Monitoring Officer;
- 2.6 an "investigation report" means a report on the outcome of an investigation into any alleged breach of the Code of Conduct produced either by the Ombudsman under s71(2) of the Act or by the Monitoring Officer under the Regulations;
- 2.7 the "Member" means any person who is the subject of an investigation into any alleged breach of the Code of Conduct;
- 2.8 the "Monitoring Officer" means the officer for the time being appointed by the Council under section 5 of the Local Government and Housing Act 1989;
- 2.9 the "Ombudsman" means the Public Services Ombudsman for Wales;
- 2.10 the "Regulations" means the Local Government Investigations (Functions of Monitoring Officers and Standards Committees) (Wales) Regulations 2001 as amended;

- 2.11 the “Standards Officer” means the officer for the time being appointed by the Council to support the work of the Standards Committee.

3. **SUMMARY OF THE PROCEDURE**

- 3.1 Under section 69 of the Act, the Ombudsman may investigate any alleged breach of the Code of Conduct by Members or Co-Opted Members (or former Members or co-opted Members) of the Council or a community council in the Council’s area.
- 3.2 Under section 70(4) of the Act, where the Ombudsman ceases such an investigation before it is completed, he/she may refer the matters which are the subject of the investigation to the Monitoring Officer. The Monitoring Officer will then investigate matters in accordance with the Regulations before reporting and, if appropriate, making recommendations to the Standards Committee.
- 3.3 Alternatively, under section 71(2) of the Act, where the Ombudsman decides after investigating that it is appropriate, he/she will produce a report on the outcome of the investigation and send it to the Monitoring Officer and the Council’s Standards Committee. The Monitoring Officer will then consider the report of the Ombudsman in accordance with the Regulations, before, if appropriate, making recommendations to the Standards Committee.
- 3.4 The Standards Committee will then make an initial determination either:
- 3.4.1 that there is no evidence of any failure to comply with the Code of Conduct; or
 - 3.4.2 that the Member should be given the opportunity to make representations, either orally or in writing.
- 3.5 Where the Member is given an opportunity to make representations, the Standards Committee will convene a hearing to consider any response made by the Member and it must determine under regulation 9(1) of the Regulations either that:
- 3.5.1 there is no evidence of any failure to comply with the Code of Conduct and that therefore no action needs to be taken;
 - 3.5.2 the Member has failed to comply with the Code of Conduct but that no action needs to be taken in respect of that failure;
 - 3.5.3 the Member has failed to comply with the Code of Conduct and should be censured; or
 - 3.5.4 the Member has failed to comply with the Code of Conduct and should be suspended or partially suspended from

being a member or co-opted Member of his/her authority for a period not exceeding six months

and take any such action accordingly.

4. **INVESTIGATIONS BY THE MONITORING OFFICER (REFERRALS UNDER SECTION 70(4) OF THE ACT)**

4.1 Where the Ombudsman ceases his/her investigation before it is completed and refers the matters which are the subject of the investigation to the Monitoring Officer under section 70(4) of the Act, the Monitoring Officer must:

4.1.1 conduct and investigation; and

4.1.2 report, and if appropriate, make recommendations to the Council's Standards Committee.

4.2 The Monitoring Officer will investigate in accordance with the Regulations and may follow such procedures as he or she considers appropriate in the circumstances of the case.

4.3 After concluding an investigation, the Monitoring Officer must:

4.3.1 produce a report on the findings of his or her investigation and, if appropriate, may make recommendations to the Standards Committee;

4.3.2 send a copy of the report to the Member; and

4.3.3 take reasonable steps to send a copy of the report to the Complainant.

4.4 The Standards Committee will consider the Monitoring Officer's report and any recommendations in accordance with the procedure set out below.

5. **INVESTIGATIONS BY THE OMBUDSMAN (REFERRALS UNDER SECTION 71(2) OF THE ACT)**

5.1 Where the Ombudsman completes his or her investigation and sends a report to the Monitoring Officer and the Council's Standards Committee under section 71(2) of the Act, the Monitoring Officer must consider the Ombudsman's report and, if appropriate, make recommendations to the Council's Standards Committee.

5.2 The Standards Committee will consider the Ombudsman's report together with any recommendations made by the Monitoring Officer in accordance with the procedure set out below.

6. **THE FIRST MEETING OF THE STANDARDS COMMITTEE - INITIAL DETERMINATION**

6.1 After the Monitoring Officer has:

6.1.1 produced an investigation report in accordance with paragraph 4.3; or

6.1.2 considered the Ombudsman's investigation report in accordance with paragraph 5.1

he/she will arrange for a meeting of the Standards Committee to be convened as soon as possible and for a copy of the investigation report, together with the Monitoring Officer's recommendations (if any), to be sent to each of the members of the Standards Committee.

6.2 Notice of the time and place of the meeting will be given in accordance with Part VA of the Local Government Act 1972 as amended by the Standards Committees (Wales) Regulations 2001.

6.3 If the investigation report is produced by the Ombudsman, the Monitoring Officer will advise the Standards Committee. If the investigation report is produced by the Monitoring Officer, the Standards Officer or some other suitably qualified person will advise the Standards Committee.

6.4 The business of the Standards Committee meeting will be limited to considering the investigation report and the Monitoring Officer's recommendations (if any) and to making an initial determination either:

6.4.1 that there is no evidence of any failure to comply with the Code of Conduct; or

6.4.2 that the Member should be given the opportunity to make representations,

either orally or in writing in respect of the findings of the investigation and any allegation that he or she has failed, or may have failed, to comply with the Code of Conduct.

7. **AFTER THE FIRST MEETING OF THE STANDARDS COMMITTEE**

7.1 Where the Standards Committee decides that there is no evidence of any failure to comply with the Code of Conduct, the Standards Officer will accordingly notify the Member, the Complainant and the Ombudsman.

7.2 Where the Standards Committee decides that the Member should be given the opportunity to make representations, the Standards Officer will notify the Member of the Committee's decision and the

procedure which the Committee proposes to adopt to receive and consider any representations that he or she may wish to make.

8. **PREPARING FOR THE HEARING TO CONSIDER THE MEMBER'S REPRESENTATIONS**

8.1 The Standards Officer, in consultation with the Chair of the Standards Committee, will write to the Member to propose a date for a hearing to consider any representations that the Member may wish to make and to ask the Member to respond in writing within 14 days to confirm whether he/she:

8.1.1 is able to attend the hearing;

8.1.2 wants to make representations, whether orally or in writing and if so, to include any written representations in his or her response;

8.1.3 disagrees with any of the findings of fact in the investigation report, and if so, which matters he or she disagrees with and the reasons for any disagreements;

8.1.4 wants to appear before the Committee in person or be represented at the hearing by a solicitor, barrister or any other person, in accordance with his/her right under the Regulations;

8.1.5 wants to give evidence to the Standards Committee, either orally or in writing;

8.1.6 wants to call relevant witnesses to give evidence to the Standards Committee;

8.1.7 wants any part of the meeting to be held in private;

8.1.8 wants any part of the investigation report or other relevant documents to be withheld from the public

8.2 The Standards Officer will notify the Investigating Officer of the proposed hearing date and ask whether he or she will be attending the hearing.

8.3 The Standards Officer will send a copy of the Member's response under paragraph 8.1 to the Investigating Officer and will ask him/her to confirm in writing within seven days whether he/she:

8.3.1 has any comments on the Member's response;

8.3.2 wants to be represented at the hearing;

8.3.3 wants to call relevant witnesses to give evidence to the Standards Committee;

- 8.3.4 wants any part of the meeting to be held in private; and
 - 8.3.5 wants any part of the investigation report or other relevant documents to be withheld from the public.
- 8.4 The Standards Officer will write to the members of the Committee, the Member and the Investigating Officer at least two weeks before the hearing to:
 - 8.4.1 confirm the date, time and place for the hearing;
 - 8.4.2 summarise the allegation;
 - 8.4.3 outline the main facts of the case that are agreed;
 - 8.4.4 outline the main facts which are not agreed;
 - 8.4.5 note whether the Member or the Investigating Officer will attend or be represented at the hearing;
 - 8.4.6 list those witnesses, if any, who will be asked to give evidence;
 - 8.4.7 enclose the investigation report, any relevant documents, the Member's response and any further response from the Investigating Officer; and
 - 8.4.8 outline the proposed procedure for the meeting.

9. POWERS OF THE STANDARDS COMMITTEE

- 9.1 The Standards Committee may, in accordance with the requirements of natural justice, conduct the meeting in the manner it considers most suitable to the clarification of the issues before it and generally to the just handling of the proceedings. It must so far as appears to it appropriate seek to avoid formality and inflexibility in its proceedings. The Standards Committee will decide factual evidence on the balance of probabilities.
- 9.2 The Member or the Investigating Officer may be represented or accompanied whether or not legally qualified but if in any particular case the Standards Committee is satisfied that there is a good reason, it may refuse to permit a particular person to assist or represent a party at the hearing.
- 9.3 The Standards Committee may take legal advice from a Council officer appointed for this purpose at any time during the meeting or while they are considering the outcome. The substance of any legal advice given to the Committee will be shared with the Member and the Investigating Officer if they are present.

- 9.4 Where appropriate, and in accordance with the Regulations, the Standards Committee has power to censure the Member, or suspend or partially suspend the Member for a period not exceeding six months.

10. **PROCEDURE AT THE HEARING**

- 10.1 The hearing will be held in public unless the Standards Committee is persuaded that there is a good reason to exclude the public.
- 10.2 The Chairman and Vice-Chairman of the Standards Committee will determine whether a hearing and associated documentation pursuant to the Procedure for Dealing with Allegations Made Against Councillors and Referred to the Standards Committee ("The Procedure") are to be considered under Part I or Part II of an Agenda having regard to the circumstances of the matter, the Procedure and the provisions of Section 100A(4) of the Local Government Act 1972 [Standards Committee: 23rd November 2015, Minute No. 599(6)].
- 10.3 The procedure at the meeting shall be as set out below, subject to the Chair making such changes as he or she thinks fit in order to ensure a fair and efficient hearing.

10.4 **Introduction**

The Chair of the Standards Committee will introduce those persons present and will explain the manner and order of proceedings

10.5 **First Stage - Preliminary Procedural Issues**

The Standards Committee will then resolve any issues or disagreements about how the hearing should continue, which have not been resolved during the prehearing process.

10.6 **Second Stage - Making Findings of Fact**

The Standards Committee will then consider whether or not there are any significant disagreements about the facts contained in the investigation report.

10.6.1 If there is a disagreement as to the facts:

- (a) the Investigating Officer, if present, will be invited to make any necessary representations to support the relevant findings of fact in the investigation report;
- (b) the Investigating Officer may call any necessary supporting witnesses to give evidence, with the Standards Committee's permission and the Committee shall give the Member an opportunity to challenge any

evidence put forward by any witness called by the Investigating Officer;

(c) the Member will then be invited to make representations to support his or her version of the facts;

(d) the Member may call any necessary witnesses to give evidence, with the Standards Committee's permission and the Committee shall give the Investigating Officer an opportunity to challenge any evidence put forward by any witness called by the Member.

10.6.2 At any time, the Standards Committee may question any of the people involved or any of the witnesses.

10.6.3 If the Member disagrees with any relevant fact in the investigation report, without having given prior notice of the disagreement, he or she must give good reasons for not mentioning it before the hearing. If the Investigating Officer is not present, the Standards Committee will consider whether or not it would be in the public interest to continue in his or her absence. After considering the Member's explanation for not raising the issue at an earlier stage, the Committee may then:

(a) continue with the hearing, relying on the information in the investigation report;

(b) allow the Member to make representations about the issue, and invite the Investigating Officer to respond and call any witnesses, as necessary; or

(c) postpone the hearing to arrange for appropriate witnesses to be present, or for the Investigating Officer to be present if he or she is not already.

10.6.4 At the conclusion of the representations as to matters of fact, the Standards Committee will retire to deliberate in private on the representations, after which the Chair of the Standards Committee will announce their findings of fact.

10.7 **Third Stage - Deciding whether the Member has failed to comply with the Code**

10.7.1 The Standards Committee will then consider whether, based on the facts it has found, the Member has failed to comply with the Code.

10.7.2 The Standards Committee will invite the Investigating Officer to make representations as to whether or not, based

on the facts the Committee has found, the Member has failed to comply with the Code of Conduct.

- 10.7.3 The Standards Committee will invite the Member to respond to the representations of the Investigating Officer and to make representations as to whether or not, based on the facts the Committee has found, he or she has failed to comply with the Code of Conduct.
- 10.7.4 The Standards Committee may, at any time, question anyone involved on any point they raise in their representations.
- 10.7.5 The Member will be invited to make any final relevant points.
- 10.7.6 The Standards Committee will retire to deliberate in private on the representations and decide whether or not the Member has failed to comply with the Code of Conduct, after which the Chair of the Standards Committee will announce their findings.

10.8 **Fourth Stage - Action to be Taken**

- 10.8.1 If the Standards Committee decides that the Member has not failed to comply with the Code of Conduct, it will formerly record that there is no evidence of any failure by the Member to comply with the Code of Conduct and that therefore no action needs to be taken.
- 10.8.2 If the Standards Committee decides that the Member has failed to comply with the Code of Conduct it will invite the Member and the Investigating Officer to make representations as to:
 - (a) whether or not the Committee should apply a sanction; and
 - (b) what form any sanction should take.
- 10.8.3 The Standards Committee will retire to deliberate in private on the representations and decide either that:
 - (a) no action needs to be taken in respect of the failure to comply with the Code of Conduct;
 - (b) the Member should be censured; or
 - (c) the Member should be suspended or partially suspended from being a member or Co-Opted Member of his or her authority for a period not exceeding six months,

after which the Chair of the Standards Committee will announce their decision.

- 10.8.4 After making a decision the Standards Committee will instruct the Standards Officer to confirm the decision and the reasons for the decision in writing and to send a copy of the written decision (including details of the Member's right of appeal) to the Member, the Complainant and the Ombudsman as soon as reasonably practicable.

11. FAILURE TO MAKE REPRESENTATIONS / ATTEND THE HEARING

- 11.1 If the Member fails to make representations, the Standards Committee may:

- 11.1.1 unless it is satisfied that there is sufficient reason for such failure, consider the investigation report and make a determination in the Member's absence; or

- 11.1.2 give the Member a further opportunity to make representations.

- 11.2 If a party fails to be present or represented at a hearing, the Standards Committee may, if it is satisfied that the party was duly notified of the hearing and that there is no good reason for such absence:

- 11.2.1 hear and decide the matter in the party's absence; or

- 11.2.2 adjourn the hearing.

12. ILLNESS OR INCAPACITY

If the Standards Committee is satisfied that any party is unable, through physical or mental sickness or impairment, to attend the hearing and that the party's inability is likely to continue for a long time, the Standards Committee may make such arrangements as may appear best suited, in all the circumstances of the case, for disposing fairly of the matter.

13. SUSPENSION

A period of suspension or partial suspension will commence on the day after:

- 13.1 the expiry of the time allowed to lodge a notice of appeal to an appeals tribunal under the Regulations (ie within 21 days of receiving notification of the Standards Committee's determination);

- 13.2 receipt of notification of the conclusion of any appeal in accordance with the Regulations;

- 13.3 a further determination by the Standards Committee made after receiving a recommendation from an appeals tribunal under the Regulations,

whichever occurs last.

14. REFERRAL BY AN APPEALS TRIBUNAL

- 14.1 Where the Standards Committee determines that the Member has failed to comply with the Code of Conduct, the Member may appeal against the determination to an appeals tribunal drawn from the Adjudication Panel for Wales.

- 14.2 An appeals tribunal may endorse the decision of the Standards Committee, refer a matter back to it recommending it impose a different penalty, or overturn the decision.

- 14.3 If:

- 14.3.1 the Standards Committee determines that the Member failed to comply with the Code of Conduct;

- 14.3.2 the Member appeals to an appeals tribunal drawn from the Adjudication Panel for Wales; and

- 14.3.3 the said tribunal refers the matter back to the Standards Committee with a recommendation that a different penalty be imposed,

the Standards Committee shall meet as soon as reasonably practicable to consider the recommendation of the appeals tribunal and will determine whether or not it should uphold its original determination or accept the recommendation.

- 14.4 After making its determination the Standards Committee will instruct the Standards Officer to confirm the decision and the reasons for the decision in writing and to send a copy of the written decision to the Member, the Complainant, the Ombudsman and the president of the Adjudication Panel for Wales as soon as reasonably practicable.

15. PUBLICATION OF THE STANDARDS COMMITTEE'S REPORT

- 15.1 The Standards Committee will cause to be produced within 14 days after:

- 15.1.1 the expiry of the time allowed to lodge a notice of appeal under the Regulations, or

- 15.1.2 receipt of notification of the conclusion of any appeal in accordance with the Regulations, or

- 15.1.3 a further determination by the Standards Committee made after receiving a recommendation from an appeals tribunal under the Regulations,

whichever occurs last, a report on the outcome of the investigation and send a copy to the Ombudsman, the Monitoring Officer, the Member and take reasonable steps to send a copy to the Complainant.

- 15.2 Upon receipt of the report of the Standards Committee, the Monitoring Officer shall:

- 15.2.1 for a period of 21 days publish the report on the Council's website and make copies available for inspection by the public without charge at all reasonable hours at one or more of the Council's offices, where any person shall be entitled to take copies of, or extracts from, the report when made so available;

- 15.2.2 supply a copy of the report to any person on request if he or she pays such charge as the Council may reasonably require, and

- 15.2.3 not later than seven days after the report is received from the Standards Committee, give public notice, by advertisement in newspapers circulating in the area and such other ways as appear to him or her to be appropriate, that copies of the report will be available as provided by paragraphs 15.2.1 and 15.2.2 above, and shall specify the date (being a date not more than seven days after public notice is first given) from which the period of 21 days will begin.

16. **COSTS**

The Standards Committee has no power to make an award of any costs or expenses arising from any of its proceedings.



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**The investigation of a complaint
against
Councillor Vincent Driscoll of
Vale of Glamorgan Council**

**A report by the
Public Services Ombudsman for Wales
Case: 202200739**

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Introduction

Report by the Public Services Ombudsman for Wales on the investigation of a complaint made against Councillor Vincent Driscoll of Vale of Glamorgan Council, of a breach of the Council's statutory code of conduct for members.

This report is issued under section 69 of the Local Government Act 2000.

Summary

The Ombudsman received a referral that a member ("the Member") of Vale of Glamorgan Council ("the Council") had breached the Code of Conduct ("the Code") when he applied for a number of business grants.

The investigation considered whether the Member failed to comply with paragraphs 4(b), 4(d), 6(1)(a), 7(a), 7(b), 15(1)(b) and 15(2) of the Code.

The investigation considered evidence from the Council and the Welsh Government Fraud Office. Witnesses provided witness evidence. The Member was interviewed.

The investigation found that the Member sent emails from his Council email address about business grant applications he had submitted. The Ombudsman found that the emails were not sent in the interests of Council business - they were sent for the benefit of the Member's, and his wife's, personal business interests. The Ombudsman also found that, in sending emails as officers of the Council from his Council email address, the Member's actions could be perceived as him attempting to use his position as an elected member to gain an advantage for himself. The Ombudsman concluded that the Member's actions were suggestive of a breach of paragraphs 6(1)(a), 7(a) and 7(b) of the Code.

The investigation found that the Member failed to include 2 properties on his Register of Interests. The Member had received training on the Code which included training on interests and registering and declaring any such interests. The Member, alongside all other members of the Council, received consistent and regular reminders about the need to keep their Register of Interests updated. In view of this, the Ombudsman considered that the Member's failure to declare interests on his Register of Interests was suggestive of a breach of paragraphs 15(1)(b) and 15(2) of the Code.

The investigation found that the Member failed to update the Council about the occupancy of 1 of his properties and was suggestive of a breach of paragraph 6(1)(a) of the Code. However, the Ombudsman also noted that when the Member was asked about the occupancy, he provided the correct date of which he took over the occupancy of the property. The

Ombudsman concluded that the Member's actions were not suggestive of a breach of paragraph 7(a) of the Code of Conduct.

The investigation found that the Member provided the Council with misleading information about the occupancy of a property he owned. Given that the Member had improperly made enquiries with the Council about the property, from his Council email address, when acting in a private capacity, the Ombudsman considered that this established a connection between the Member's private business and his role as an elected member. The Ombudsman noted that the Council's internal audit report had found that the Member's misleading actions resulted in the rejection of another business' grant application. The Ombudsman concluded that the Member's actions were suggestive of a breach of paragraph 7(a).

Finally, the Ombudsman's investigation found that the Member's conduct in relation to the business grant applications resulted in the Council carrying out an internal audit investigation. The Council's internal audit investigation concluded that the Member failed to provide the Council with accurate information, attempted to gain grant funding when it was apparent claims were not justified, failed to inform or update the Council in respect of the occupancy and therefore business rates liability for particular properties, provided contradictory information when applying for grant funding, made enquiries for grants and misled the Council, and caused an eligible company to miss out on a grant to which it was entitled. The Ombudsman considered that the serious and concerning findings of the Council's internal audit investigation gave rise to concerns about the Member's conduct which appears to have been contrary to the Principles which govern the conduct of members, which required the Member to act with selflessness, honesty, integrity and in the public interest. As such, the Ombudsman concluded that the Member's actions could seriously affect public confidence in the office of Member and were suggestive of a breach of paragraph 6(1)(a) of the Code.

The report on the investigation was referred to the Deputy Monitoring Officer of the Council for consideration by the local Standards Committee.

The complaint

1. On 4 May 2022 I received a referral from Ms Debbie Marles, the Monitoring Officer of the Vale of Glamorgan Council, that Councillor Vincent Driscoll may have failed to observe the Council's Code of Conduct for members when he applied for business grants. A copy of the referral is attached at Appendix 1.

Legal background and relevant legislation

2. As required by Part III of the Local Government Act 2000 ("the Act"), the Vale of Glamorgan Council has adopted a Code of Conduct for members ("the Code") which incorporates the provisions of a model code contained in an order made by the Welsh Ministers. A copy of that code is at Appendix 2. Council members are required to sign an undertaking that, in performing their functions, they will observe the Code. Councillor Driscoll gave such an undertaking on 9 May 2017 and 10 May 2022. A copy of that declaration is attached at Appendix 3.

3. Paragraph 2 of the Code sets out that it applies when a member is acting in their official capacity, including whenever a member is conducting the business of their Council or acting, claiming to act, or give the impression they are acting, in their official capacity as a member or as a representative of their Council.

4. Paragraph 6 of the Code sets out that the Code applies at any time if a member conducts themselves in a manner which could reasonably be regarded as bringing their office or council into disrepute.

5. Section 69 of the Act provides the authority for my investigation and the production of this report.

6. The principles which govern the conduct of members of a local authority in Wales are set out in the Conduct of Members (Principles) (Wales) Order 2001¹ which include the following principles:

Selflessness

Members must act solely in the public interest. They must never use their position as members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.

Honesty

Members must declare any private interests relevant to their public duties and take steps to resolve any conflict in a way that protects the public interest.

Integrity and Propriety

Members must not put themselves in a position where their integrity is called into question by any financial or other obligation to individuals or organisations that might seek to influence them in the performance of their duties. Members must on all occasions avoid the appearance of such behaviour.

Stewardship

In discharging their duties and responsibilities members must ensure that their authority's resources are used both lawfully and prudently.

Openness

Members must be as open as possible about all their actions and those of their authority. They must seek to ensure that disclosure of information is restricted only in accordance with the law.

¹ [The Conduct of Members \(Principles\) \(Wales\) Order 2001 \(legislation.gov.uk\)](https://www.legislation.gov.uk/uksi/2001/1072/made)

Accountability

Members are accountable to the electorate and the public generally for their actions and for the way they carry out their responsibilities as a member. They must be prepared to submit themselves to such scrutiny as is appropriate to their responsibilities.

Leadership

Members must promote and support these principles by leadership and example so as to promote public confidence in their role and in the authority. They must respect the impartiality and integrity of the authority's statutory officers and its other employees.

Member's role as "quasi employer" of officers

As local authorities are corporate bodies, individual councillors are "quasi employers" of officers employed by their authorities. As such there is a mutual bond of trust and confidence between councillors and their officers.

My investigation

7. Having considered the complaint as made to me, I concluded that it was appropriate to investigate whether Councillor Driscoll had failed to comply with any of the following provisions of the Code of Conduct:

- 4(b) - [Members] must show respect and consideration for others.
- 4(d) - [Members] must not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, [their] authority.
- 6(1)(a) - [Members] must not conduct [themselves] in a manner which could reasonably be regarded as bringing [their] office or authority into disrepute.

- 7(a) - [Members] must not in [their] official capacity or otherwise, use or attempt to use [their] position improperly to confer on or secure for [themselves], or any other person, an advantage or create or avoid for [themselves], or any other person, a disadvantage.

- 7(b) - [Members] must not use, or authorise others to use, the resources of [their] authority:

- i. imprudently
- ii. in breach of [their] authority's requirements
- iii. other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or for the office to which [they] have been elected or appointed.
- iv. improperly for private purpose.

- 15(1)(b) - [Members] must, within 28 days of [their] election or appointment to office register [their] personal interests, where they fall within a category mentioned in paragraph 10(2)(a), in [their] authority's register of members' interests by providing written notification to [their] authority's monitoring officer.

- 15(2) - [Members] must, within 28 days of becoming aware of any new personal interest falling within a category mentioned in paragraph 10(2)(a), register that new personal interest in [their] authority's register of members' interests by providing written notification to [their] authority's monitoring officer.

8. Interests falling under paragraph 10(2)(a) of the Code includes interests a member has as a result of:

- any employment or business they carry out;
- any firm in which they are a partner or any company for which they are a remunerated director;
- any corporate body which has a place of business or land in their authority's area, in which they have a beneficial interest;

- any land in which they have a beneficial interest and which is in the area of their authority.
9. Councillor Driscoll was informed of my intended investigation on 16 June **2022** (Appendix 4).
10. During my investigation my Investigation Officer obtained copies of documents from the Council (Appendix 5). My Investigation Officer also obtained relevant documents from the Welsh Government's Fraud Office.
11. My Investigation Officer obtained witness statements from:
- Ms Debbie Marles, Monitoring Office of Vale of Glamorgan Council (Appendix 12).
 - Ms Joan Davies, Deputy Head of Regional Internal Audit Service & Audit Manager for Vale of Glamorgan Council (Appendix 13).
 - Mr Stephen Tooby, Welsh Government's Head of Counter Fraud (Appendix 14).
12. I have put the evidence found by my investigation to Councillor Driscoll, enabling him to review that evidence before responding to the questions which I put to him. My Investigation Officer subsequently interviewed Councillor Driscoll on 22 June **2023**. A transcript of the interview is included at Appendix 16.
13. I have given Councillor Driscoll the opportunity to comment on a draft of this report which included my provisional views and finding.

My guidance on the Code of Conduct

14. I have issued guidance for members of local authorities in Wales on the model code of conduct ("my guidance"). I include at Appendix 17 extracts of my guidance which are relevant to this complaint.

Events

15. Councillor Driscoll became a member of the Council in May 2017. He signed the Council's Register of Members' Interests on 1 June (Appendix 3). In that register, Councillor Driscoll disclosed the following interests:

- Fresh Bacon Co Ltd.
- 50 Holton Road, Barry.
- Land at the rear of 50 Holton Road, Barry.
- 30 Robert Street, Barry.
- 45 Richard Street, Barry.
- 29 Kingsland Crescent.

16. Councillor Driscoll attended training on the Code in May 2017.

17. Councillor Driscoll, alongside all members of the Council, was sent reminders to keep his Register of Interests up to date. Such reminders were sent on 7 September 2018, 17 September 2020, 30 June 2021 and 28 April 2022 (Appendix 12).

18. On 16 March 2018 Councillor Driscoll emailed the Council's National Non-Domestic Rates team ("the NNDR Department") to provide the Department with information about the occupancy of 50 Holton Road (Appendix 11). In that email, Councillor Driscoll stated that Office 6 was let to a tenant and in a further email on 19 March (Appendix 11), he confirmed that the tenant had occupied the office from 6 February.

19. In response to the Coronavirus pandemic in 2020, Welsh Government announced on 26 March that it was developing a package of support for the business community (Appendix 6). The Coronavirus Business Grant scheme was made available to eligible businesses. Scheme Guidance explained that it would apply only to properties that were on the Non-domestic rating ("NDR") list on 20 March (Appendix 6). The Coronavirus Business Grants were payments of up to £10,000 made to businesses and applications were administered by local authorities. In the Vale of Glamorgan these were handled by the NNDR Department.

20. In 2020, Councillor Driscoll made 2 applications under the Coronavirus Business Grant Scheme in relation to 50C Holton Road and Office 6 Holton Road (Appendix 9). Councillor Driscoll also engaged with Council officers in the NNDR Department about another property, Unit 5, Biglis House (Appendix 9). I will outline the events relating to each property below.

50C Holton Road

21. Councillor Driscoll is the Landlord of the property 50 Holton Road. There are 15 separate business premises at the address. The Council received 13 separate Coronavirus Business Grant applications for businesses at 50 Holton Road.

22. On 7 April Councillor Driscoll submitted an application for a Coronavirus Business Grant in relation to 50C Holton Road (Appendix 9). In the application, Councillor Driscoll said that the name of the business he was applying for was "Baguette Shop" and documented that he had occupied the premises since 11 March 2020. Councillor Driscoll documented in the application form that he was trading as a limited company, and he supplied the company registration number for Fresh Bacon Co Ltd (Councillor Driscoll owns Fresh Bacon Co Ltd and has been a director of the company since August 2011 - Appendix 7).

23. On 24 April Councillor Driscoll emailed a Council officer to enquire about the application he had made for a grant relating to 50C Holton Road (Appendix 9). The email was sent from Councillor Driscoll's Council email address - vpdriscoll@valeofglamorgan.gov.uk. In the email, Councillor Driscoll stated that he had taken "possession early March after the previous tenants defaulted". Councillor Driscoll asked whether he was "eligible for the grant".

24. A Council officer responded to Councillor Driscoll's Council email and advised that all applications which did not match the business rates system were being worked on and he would be advised on his application as soon as possible (Appendix 9). Councillor Driscoll responded again, from his Council email address, and stated that he was "confused" as the application did "match the Rates system".

25. On 5 May Councillor Driscoll was informed by email that his application for a Coronavirus Business Grant for the "Baguette Shop" at 50C Holton Road had been declined (Appendix 9). The email documented that the Council was "aware that the business address [at 50C Holton Road] has been unoccupied" and in-line with the Welsh Government's guidance, Councillor Driscoll was "not eligible for the grant". The email also asked Councillor Driscoll to provide further information for Business Rates purposes - he was asked to confirm whether he had occupied the premises since 11 March 2020 and was informed that he was "now liable for the empty rates at the premises" (Appendix 9).

26. Councillor Driscoll responded to the email from the Coronavirus Business Grant team on 5 May, from his personal email address - vince.d@hotmail.co.uk (Appendix 9). In the email, Councillor Driscoll said that he took possession of the property on 10 March and therefore accepted "liability for non-domestic rates from this date but not for any outstanding rates due".

27. On 26 June Councillor Driscoll submitted an application for a Coronavirus Business Grant in relation to Office 6, 50 Holton Road (Appendix 9). In the application form, Councillor Driscoll documented that he had occupied the property in the name of Fresh Bacon Company Ltd since **2017**. He also provided the company registration number for Fresh Bacon Co Ltd.

28. On 26 August Councillor Driscoll was informed that the application for Office 6, Holton Road, was declined (Appendix 9).

Unit 5, Biglis House

29. The Land Registry title documentation for this property records that Fresh Bacon Company Ltd has been the proprietor since 5 October **2017** (Appendix 8). As set out above, Councillor Driscoll is the owner and director of Fresh Bacon Company Ltd.

30. On 8 April **2020** Councillor Driscoll emailed an officer at the Council from his Council email address - vpdriscoll@valeofglamorgan.gov.uk (Appendix 9). In the email, Councillor Driscoll said that he had been trying to contact the NNDR Department to no avail and he was concerned that a

previous tenant in one of his wife's properties, Unit 5, Biglis House, would try and claim the Coronavirus Business Grant even though they had left the property on 17 March 2020. Councillor Driscoll asked the officer to request that a member of the NNDR Department contact him on his personal mobile number. The Council officer responded to Councillor Driscoll and made some enquiries about the lease at the property (Appendix 9).

31. On 15 April a Council officer ("the NNDR Officer") in the NNDR Department emailed Councillor Driscoll and requested that his wife email the NNDR Department to clarify the position at Unit 5, Biglis House (Appendix 9).

32. A company - Vale Foods, applied for a Coronavirus Business Grant application for Unit 5, Biglis House. On 13 May the NNDR Department advised Vale Foods that its application for the grant was unsuccessful (Appendix 9). The NNDR Department noted that the Landlord (Councillor Driscoll) had confirmed that he had taken back possession of the property on 17 March 2020 and as a result, they were not eligible for the grant as they were not in occupation of the premises on 20 March 2020 (the date in which businesses must have been in occupation for the purposes of the grant under Welsh Government guidance).

33. On 18 May Vale Foods responded to the NNDR Department (Appendix 10) and said that it was confused as to why it had stated that the property was vacant. Vale Foods stated that it had a lease from Councillor Driscoll which stated that Vale Foods occupied the premises and also had bank statements which showed that rent was being paid to Councillor Driscoll. Vale Foods said that it had left the premises the previous year to move to a smaller outlet, but it did not work out and they therefore signed a new lease in January 2020 with Councillor Driscoll. Vale Foods added that the property had been hit by floods that year and their insurance company attended to inspect the damage.

34. Vale Foods subsequently provided the Council with a copy of a lease agreement signed between Vale Foods and Councillor Driscoll's wife (as the Landlord). The lease agreement was dated 27 January 2020 and the section of the lease for the Landlord to sign shows the name "V Driscoll" and a signature - which Vale Foods state is that of Councillor Driscoll's. Councillor Driscoll signed the document on behalf of his wife (Appendix 10).

Vale Foods also provided the Council with evidence that it was paying rent to the Fresh Bacon Company Ltd's business bank account in April 2020 (Appendix 10). The business bank account of Fresh Bacon Company Ltd also showed that Vale Foods was paying rent into the account in April 2020 (Appendix 10).

Residential properties

35. On 31 August **2021** Councillor Driscoll received a letter addressed to him regarding the Housing Benefit award for "your tenant...of 3 Lombard Street, Barry." The letter documented that the future Housing Benefit payments for the tenant would be made into the designated bank account with the name "[Councillor Driscoll's wife's name]" (Appendix 11).

36. 3 Lombard Street, Barry, was not included in Councillor Driscoll's Members' Register of Interests (Appendix 3).

The Council's actions

37. The Council's NNDR Department carried out due diligence checks on grant applications it received for the Coronavirus Business Grant Scheme. The NNDR Department became concerned at the number of applications it had received in relation to the property 50 Holton Road. The NNDR Department had Councillor Driscoll listed as the Landlord of the property and noted that all lettings at the property were authorised by Councillor Driscoll and made in the name of Fresh Bacon Company Ltd.

38. Of the 13 Coronavirus Business Grant applications submitted in relation to 50 Holton Road, 6 were paid and 7 were declined.

39. As noted, Councillor Driscoll's Coronavirus Business Grant applications for both Office 6, 50 Holton Road and for the Baguette Shop at 50C Holton Road were declined.

40. The Council's NNDR Department raised its concerns about the number of applications with the Council's Head of Finance. As a result, the Council's Internal Audit Team undertook an investigation. The investigation was commenced on 19 August **2020**.

41. The Internal Audit Team referred its concerns to the Welsh Government Fraud Office ("WGFO") in October and paused its own investigation whilst the WGFO considered the matter. As part of its investigation, the WGFO asked Councillor Driscoll a series of written questions to which he responded (Appendix 11). The WGFO investigation determined that no further action was required.

42. Following the conclusion of the WGFO investigation, the Internal Audit Team continued its investigation.

43. The Internal Audit Team produced a report ("the Internal Audit Report") on its investigation which was issued on 6 December. The Internal Audit Report made a number of findings, including the following:

- The investigation illustrated that Councillor Driscoll had not provided the Council with accurate information when required or when requested to do so and attempted to gain grant funding when it was apparent that the claims were not justified. This related to Office 6, Holton Road, 50C Holton Road and Unit 5, Biglis House.
- It had been identified that Councillor Driscoll had used his Council email address, which is intended solely for the purpose of Council business, when contacting officers of the Council in respect of his own business interests. Councillor Driscoll sent 2 emails from his Council email address on 24 April 2020 in relation to 50C Holton Road. In addition, he sent an email from his Council email address on 8 April 2020 in relation to Unit 5, Biglis House.
- By using his Council email address, Councillor Driscoll may have led officers of the Council to feel intimidated or pressurised as they would be fully aware that they were corresponding with an elected member.
- Councillor Driscoll failed to inform or update the Council's NNDR Department in respect of the many changes to occupancy and therefore business rates liability for the Units at 50 Holton Road since he last provided information in March 2018 (Appendix 11). The discrepancies they identified only came to light when the applications for the Coronavirus Business Grant were received, and the lease agreements raised many queries.

- Councillor Driscoll submitted claims for Coronavirus Business Grants for offices in 50 Holton Road but the details on the application forms contradicted the details previously provided by Councillor Driscoll in his register of interests and in his email in 2018. Councillor Driscoll advised the Council, in his email of 16 March 2018, that a tenant had occupied Office 6 in 50 Holton Road from 6 February 2018. However, in the application Councillor Driscoll submitted on 26 June 2020, to the Coronavirus Business Grant scheme, Councillor Driscoll claimed that he had occupied Office 6 from 2017. This information was therefore different to the information Councillor Driscoll had previously supplied the Council with.
- Councillor Driscoll failed to update the NNDR Department that the tenant in 50C Holton Road had vacated the property on 11 March 2020 at which point he would have become liable for property business rates.
- With regard to Unit 5, Biglis House, the Internal Audit Report documented that the tenant of the property provided documentary evidence of a commercial lease agreement for Unit 5, Biglis House. The lease agreement was signed between Councillor Driscoll's wife (as the Landlord) and the tenant. The document was dated 27 January 2020 and Councillor Driscoll signed the document on behalf of his wife. The Internal Audit Report also documented that the business bank account for Fresh Bacon Company Ltd showed that the tenant was paying rent into the bank account in April 2020. The Internal Audit Report concluded that the documentary evidence contradicted the information provided by Councillor Driscoll about Unit 5, Biglis House in his email of 8 April at 11:54, in which he wrote:

"My wife...owns the above property (Unit 5, Biglis House) and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march [sic], moving to tremorfa [sic] in Cardiff. Can you ask a member of the team to phone me on [personal mobile number]".
- Councillor Driscoll's misleading actions in declaring that Fresh Bacon Company Ltd had taken possession of Unit 5, Biglis House resulted in an application for a Coronavirus Business Grant submitted by another business being rejected. As a result of Councillor Driscoll's

actions, an eligible company, Vale Foods, were discounted for a Coronavirus Business Grant to which they were entitled.

- Councillor Driscoll failed to declare a residential property, 3 Lombard Street, Barry, for which he was in receipt of Housing Benefit, as Landlord, on his register of Member's interests.
- Councillor Driscoll had failed to declare, prior to 7 April, that he had set up a baguette shop at 50C Holton Road.
- Councillor Driscoll failed to declare an interest on his register of interest in Unit 5, Biglis House.

44. The Internal Audit Report was referred to the Monitoring Officer of the Council for consideration.

45. On 21 April **2022** Councillor Driscoll was interviewed by the Monitoring Officer of the Council, Debbie Marles, and its Investigation Officer, Mr David Phillips, about the findings of the Internal Audit Report. A copy of the questions asked, and the answers given by Councillor Driscoll during the meeting can be found at Appendix 11. When questioned about the lease signed by the tenant in Unit 5, Biglis House on 28 January 2020, Councillor Driscoll said that "the new lease was signed because [the tenant] needed to prove they had set up a new company".

46. When questioned about 3 Lombard Street, Councillor Driscoll said that the property was his wife's. The Internal Audit Investigation Officer noted that the Council listed Councillor Driscoll as the Landlord, Fresh Bacon Company Ltd was on the Council's systems and all mail relating to the property was addressed to him.

47. Following consideration of the Internal Audit Report, the Monitoring Officer made a referral to my office.

48. Councillor Driscoll signed a further Register of Members' Interests on 4 May 2022 (Appendix 3). In that register, Councillor Driscoll disclosed the following interests:

- Fresh Bacon Co Ltd.
- Prince Resourcing.
- 50 Holton Road, Barry.
- Land at the rear of 50 Holton Road, Barry.
- Unit 5, Biglis House.
- 30 Robert Street, Barry.
- 45 Richard Street, Barry.
- 26 Kingsland Crescent, Barry.
- Ty Verlon Industrial Estate, Barry.

What the witnesses said

Ms Debbie Marles

49. Ms Marles said that the Internal Audit Report highlighted a number of concerns relating to Councillor Driscoll. Ms Marles said that, as Monitoring Officer, the findings of the Internal Audit Report gave her cause for concern in terms of the Member's Code of Conduct (Appendix 12).

50. Ms Marles said that the Internal Audit Report was initiated after concerns were raised by officers in the Council's NNDR Department due to the number of applications submitted for Coronavirus Business Grants by Councillor Driscoll. Ms Marles said that a number of the applications made by Councillor Driscoll were refused. She said that the NNDR Department was concerned that the information contained in the applications did not tally up with the information they had previously been given by Councillor Driscoll about the number of businesses trading from, or having business premises in one of his properties.

51. Ms Marles said that as part of the Internal Audit investigation, a meeting was held on 21 April 2022 between herself, Councillor Driscoll and the Council's Investigation Officer, Mr David Phillips. Ms Marles said that Councillor Driscoll was asked a series of questions for the investigation.

52. Ms Marles said that she had regard to a number of findings in the Internal Audit Report. She said that she had regard to the fact that 7 of the 13 applications submitted for 50 Holton Road were declined.

Ms Marles said that the information submitted by Councillor Driscoll conflicted with the information previously given by Councillor Driscoll to the NNDR Department.

53. Ms Marles said that her understanding was that the Welsh Government's Fraud Department did not take any further action because the due diligence of the Council's NNDR Department meant that no Coronavirus Business Grant payments had been made in respect of the 7 applications of concern.

54. Ms Marles said that she had regard to the Internal Audit Report's finding that there was a potential that a number of businesses failed to have their Coronavirus Business Grant claims approved as a result of the inconsistencies in the records and therefore were potentially precluded from receiving the £10,000 grant.

55. Ms Marles said that she also had regard to the findings of the Internal Audit Report that inconsistencies in the information given by Councillor Driscoll had implications for the payment of business rates and therefore billing had not taken place in respect of particular properties.

56. Ms Marles said that Councillor Driscoll had not included relevant properties on his Members' Register of Interests. Ms Marles said that Unit 5, Biglis House was not included in Councillor Driscoll's Members' Register of Interests until after the meeting she had with him on 21 April.

57. Ms Marles said that the Internal Audit Report also found that there were various residential properties held by Fresh Bacon Co Ltd, in which housing benefit payments were made to the business account of Fresh Bacon Co Ltd which were not declared by Councillor Driscoll. Ms Marles said that she was concerned about this and in her view, it should have been registered on Councillor Driscoll's Members' Register of Interests.

58. Ms Marles said that as Monitoring Officer, she had concerns about the dealings Councillor Driscoll had with officers of the Council. Councillor Driscoll had used his Councillor email address inappropriately for private business purposes. Ms Marles said that officers in the NNDR Department were contacted by Councillor Driscoll using his Councillor email address which could have compromised or put pressure on them by making them aware he was a member of the Council when making the applications. Ms Marles said that she was also concerned that Councillor Driscoll had improperly used council resources by using his Council email address for private business purposes.

59. Ms Marles said that she also had concerns about potential disrepute due to the inappropriate applications submitted by Councillor Driscoll with potentially false information.

60. Ms Marles said that she provided training to elected members in 2017, which Councillor Driscoll attended. She said that in that training, she explained the need to register interests and update the Members' Register of Interests and notify of any changes within 28 days. In addition to that training, Ms Marles said that her officers sent out emails to all members of the Council with reminders of the need to keep the Members' Register of Interests updated. Councillor Driscoll was sent such email reminders, alongside all members, reminding him about the need to update the Members' Register of Interests.

61. She said evidence from Councillor Driscoll's estate agent confirmed that 50C Holton Road was advertised for rent between July 2018 and August 2021.

Ms Joan Davies

62. Ms Davies said that the Council's NNDR Department were responsible for managing the Coronavirus Business Grants and had controls in place to pay the grants appropriately. She said that the NNDR Department were concerned about the number of applications submitted by Councillor Driscoll for 50 Holton Road. Ms Davies said that the NNDR Department notified the Head of Finance at the Council of its concerns. As a result, the Internal Audit Team were asked to carry out a review of the information held (Appendix 13).

63. Ms Davies said that she and an Investigation Officer in the Internal Audit team went through the relevant information. She said that it appeared that there were anomalies and that Councillor Driscoll had provided different information in order to claim the Coronavirus Business Grants. Ms Davies said that the Council informed the Welsh Government about the issues that had been identified.

64. Ms Davies said that after the Welsh Government's investigation, the decision was made internally that the Council's investigation should continue. She said that the Internal Audit Report was produced and referred to the Monitoring Officer, Debbie Marles, to consider in relation to the Code of Conduct.

65. Ms Davies said that Ms Marles and the Internal Audit Investigation Officer interviewed Councillor Driscoll on 21 April 2022. Ms Davies said that the Investigation Officer also documented that there was little acceptance of the issues by Councillor Driscoll and that he believed that as he had satisfied the Welsh Government he did not need to do anymore and did not feel that there was anything else to answer.

Mr Stephen Tooby

66. Mr Tooby, on behalf of Welsh Government, said that he undertook the fraud investigation against Councillor Driscoll. He said that the rationale for the decision reached on the Investigation was that although the public interest test was met, and it was believed that there was evidence of false representation on the part of Councillor Driscoll, the requirement to prove dishonest intent "beyond any doubt" was not met. As a result, no further action was taken and the matter referred back to the Council (Appendix 14).

What Councillor Driscoll said

67. In response to being notified of the complaint against him, Councillor Driscoll said that he wanted to raise his dissatisfaction at the way in which the Council had handled the case (Appendix 15).

68. He said that the Council demanded that he had to attend an interview with the Monitoring Officer and Internal Audit Investigation Officer just a few days before the Council election. Councillor Driscoll said that at the meeting, he was asked many questions regarding licences, tenants, rent payments, leases and several other topics. He said that although he tried to be as accurate as possible, it was impossible to be as precise as he would have liked as the questions often concerned dates, tenants and rent payments. Councillor Driscoll said that all the questions at the meeting were questions he had been asked previously and had answered in his reply to the Welsh Government, who had deemed that no further action was necessary.

69. When interviewed, as part of this investigation, on 22 June 2023, Councillor Driscoll said that (Appendix 16):

- He joined the Council in 2017. He has held a number of positions in the Council including the Vice Chair of the Environment and Regeneration Committee and he is currently the Chair of Licensing.
- He became aware of the Coronavirus Business Grants due to the significant amount of publicity about them. He said that the wording on how to apply for the grants was slightly ambiguous, but his understanding was that it appeared that anybody with a business property was entitled to a grant. Councillor Driscoll said that he did his own research online about the grants.
- With regard to the Internal Audit Report findings in relation to 50C Holton Road, Councillor Driscoll said that he did not believe that failing to update the NNDR Department about occupancy of the property created a financial advantage for himself. He said that the previous tenant had not been in the property for 2 years but paid rent up until 11 March 2020. He said that the property had been advertised by an estate agent to try and lease it during that time. Councillor Driscoll said that the tenant was liable for the business rates as there was still a lease in place at that time. He said that the lease came to an end on 11 March 2020 when he had a telephone call with the tenant. Councillor Driscoll said that he did not have any documentation relating to the cessation of the lease. Councillor Driscoll said that he thought he told the NNDR Department

that he had taken occupation of the property - he said it would probably have been by email. He said he would try and find that email and provide my office with a copy. To date, nothing further has been provided by Councillor Driscoll in this regard.

- Councillor Driscoll said that if it was the case that he had failed to update the NNDR Department about the property, it was not intended. He said that the NNDR Department did find out about occupancy though, as he paid the rates. Councillor Driscoll said that there was no financial benefit to him as when he did update the NNDR Department, he advised the NNDR Department that he had taken over the property on 11 March 2020. He could not recall when he updated the NNDR Department, but he said that it would not have been long after that.
- In relation to the Internal Audit Report finding that, as a result of some of Councillor Driscoll's applications, other applicants who may have had a legitimate claim to the grant were unsuccessful, Councillor Driscoll said that the finding was "rubbish". He said that the tenant alleged to have missed out on the grant was a friend of his and he had moved premises. Councillor Driscoll said that the tenant had opened a new premises in a different name and obtained a grant from a different local authority. Councillor Driscoll said that the tenant had left a lot of equipment in his property, but he was slowly moving it out and was not trading from the property.
- Councillor Driscoll said that the tenant was not entitled to the grant, and he used his Council email address to notify the Council's Operations Manager. He said that he felt he was doing his duty to the Council.
- Councillor Driscoll said that he did not accept that the tenant had a genuine application or missed out on a grant. He said that the lease referred to in the Internal Audit Report was a "false lease". Councillor Driscoll said that the lease itself was completely different from the leases he issues and that this could be seen when the lease in question was compared to other leases he had with other tenants. He said that the signature on the form was not his, although he said it did look like his signature. Councillor Driscoll

said that he did not inform the Monitoring Officer or the Internal Audit's Investigation Officer of this because he had not seen the false lease at that time. Councillor Driscoll said that, when he was questioned by the Internal Audit Investigation Officer about the lease, who specifically referenced it as being signed on 28 January 2020, he would not have been able to remember when he had signed a lease. He said that between him and his wife, they have around 20 tenants and he would not have been able to remember when a lease had been signed.

- In relation to the email dated 8 April 2020, sent from his Council email address to an officer of the Council, Councillor Driscoll said that he felt that the matters were relevant to Council duties and were Council business. Councillor Driscoll said he wrote to the Council's Operations Manager to advise him that the tenant was trying to claim a grant which he was not entitled to. Councillor Driscoll said that as a result, he created a financial disadvantage for the tenant. He said he did not want the tenant to obtain a grant as he was not entitled to it.
- He said that he did not believe that the link to his private life and connection with his wife to the property raised any issues with his role as a councillor in sending the email.
- With regard to other emails sent from his Council email address, Councillor Driscoll said that he had not intentionally used his Council email address for private business purposes. He said that he had used his Council email address to make enquiries in relation to his private business grant applications. Councillor Driscoll said that he accepted that he had sent a couple of emails from his Council email address, but that was done accidentally. Councillor Driscoll said that was not his intention to bully or intimidate any officer.
- Councillor Driscoll said that in his home office he has his 2 laptops alongside each other. He said that there was no intention to let the officers know that he was a councillor. He said that the officers would have known he was a councillor anyway, and it was not his purpose to let them know - it was a mistake.

- Councillor Driscoll said that he understood how emails from his Council email address, about personal matters, could be perceived. He said that it was not intentional and there was no purpose behind him doing it.
- He did not believe that an officer who received the emails, from his Council email address, would have acted any differently if it had come from his private email address.
- Councillor Driscoll said that using his Council email address in such a manner was an unintentional breach of the Code.
- He confirmed that he had undergone training on the Code which included training on registering interests.
- Councillor Driscoll was the director and shareholder of the Fresh Bacon Company Ltd. He said that Unit 5, Biglis House was not included on his Members' Register of Interests because the property was his wife's, and he had no interest in it. Councillor Driscoll said that it had since transpired that the Land Registry documented Fresh Bacon Company Ltd as the joint owner of the property. He said that his understanding was that it was only his wife who owned the property. Councillor Driscoll said he only became aware of the Land Registry information in the meeting with the Monitoring Officer and the Internal Audit Investigation Officer. He said that he did not know how the company was listed at the Land Registry as his wife bought the property and Fresh Bacon Company Ltd took a lease out on it.
- Councillor Driscoll said he did not know why the Council's business rates system listed the owner of Unit 5, Biglis House as being him, or why it had the email address for the property listed as his personal email address. He said that it may have been because Fresh Bacon Company Ltd was listed when it had begun trading there - but he was not sure why it said "owner" when he was just the leaseholder. He said that the information held by the Council was wrong.

- He said that he had signed a lease for Unit 5, Biglis House on behalf of his wife. He said that when he signed the lease, he was not a councillor at that time. Councillor Driscoll said that with hindsight, he accepted that it was an interest that should have been declared. Councillor Driscoll said that there was no reason why he would have hidden it and that there was nothing to gain by doing so.
- With regard to the Internal Audit Report finding that he had not updated his Members' Register of Interests in relation to a residential property - 3 Lombard Street, Councillor Driscoll said that the property in question was his wife's. He said that the Council sends the money, from Housing Benefit, directly to his wife. Councillor Driscoll said that the Internal Audit Report finding that the housing benefit was paid into Fresh Bacon Company Ltd and then passed to his wife was incorrect.
- Councillor Driscoll said that the documentation in relation to the residential property, which was addressed to him and listed him as having a tenant in the property, was sent to him because all mail had been directed to him, as his wife did not have an office at the time. He said that the tenant was not his but was his wife's tenant. He said that the Council's records were incorrect. Councillor Driscoll said that it was inconsequential because the Housing Benefit was paid to his wife. He did not believe that he had an interest in the property in question that should have been declared.
- Councillor Driscoll said that with hindsight, failing to put some properties on his Members' Register of Interests may have been an unintentional breach of the Code. He said that there was no benefit or gain to him. He said that with hindsight, he would have put the properties on the register whether he had an interest in them or not. Councillor Driscoll said that he acted in good faith and had nothing to benefit by not putting the properties on the register of interests.

70. Following the interview, Councillor Driscoll provided 2 letters to my office (Appendix 16):

- A letter dated 11 March 2020. This letter was addressed to Councillor Driscoll from David Jones Solicitors. David Jones Solicitors wrote on behalf of their tenant in 50C Holton Road. The Solicitor

documented that its tenant had not paid rent since January 2020 and wanted Councillor Driscoll to surrender the lease, as he had suggested, and if this did not take place their client would sub-let the property.

- A letter dated 13 July 2023 from Knights Residential and Commercial Sales and Lettings Agents addressed to my office. The Estate Agent confirmed in the letter that it had advertised 50C Holton Road for let from July 2018 until August 2021. The Estate Agent confirmed that, despite being advertised during that time, it had been unable to find a suitable tenant for the property in question.

Councillor Driscoll's response to our Draft Report

71. Councillor Driscoll responded to the draft version of this report and said that he was disappointed and concerned that the facts had been interpreted to suggest a breach of the Code. He said that he has "always sought to operate within the parameters of the Code" and will reserve his right to comment further should the matter be referred to the Standards Committee.

Undisputed facts

72. Councillor Driscoll is a member of the Council. He joined in 2017. He has held a number of positions on the Council, including being the Chair of the Council's Licensing Committee.

73. Councillor Driscoll has had training on the Code, which included training on interests and registering interests.

74. Councillor Driscoll was sent regular emails, alongside all other members of the Council, reminding him to update the Members' Register of Interests.

75. 13 applications for the Coronavirus Business Grants were submitted in relation to 50 Holton Road. 6 of the applications made in relation to 50 Holton Road were approved. 7 of those applications were declined. 2 applications were made by Councillor Driscoll. 1 application was made

by Councillor Driscoll's wife for Office 5 Holton Road (Appendix 11). Councillor Driscoll's 2 Coronavirus Business Grant applications for Office 6, 50 Holton Road and for the baguette shop at 50 Holton Road were declined.

76. The Council's NNDR Department became concerned at the grant applications submitted by Councillor Driscoll due to the inconsistencies in information and differentiation between the information Councillor Driscoll had put in the applications and the information that the Council held.

77. The Council's NNDR Department referred its concerns to the Council's Internal Audit Team who investigated the applications submitted by Councillor Driscoll.

78. The Council's Internal Audit Team set out their findings in the Internal Audit report and concluded that:

- i. Councillor Driscoll had not provided the Council with accurate information.
 - ii. Councillor Driscoll attempted to gain grant funding, in relation to 50C Holton Road and Office 6, Holton Road.
 - iii. Councillor Driscoll had used his Council email address when contacting officers of the Council in respect of his own business interests.
 - iv. Councillor Driscoll submitted 2 claims for Coronavirus Business Grant for offices in 50 Holton Road but the details on the application forms contradicted the details previously provided by Councillor Driscoll.
 - v. Councillor Driscoll failed to update the NNDR Department that the tenant in 50C Holton Road had vacated the property at which point he would have become liable for property business rates.
 - vi. With regard to Unit 5, Biglis House, the documentary evidence contradicted the information provided by Councillor Driscoll about the property. The actions of Councillor Driscoll resulted in an application for a Coronavirus Business Grant, submitted by another eligible business, being rejected.
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- vii. Councillor Driscoll failed to declare an interest in a residential property which he was in receipt of Housing Benefit for (3 Lombard Street, Barry), as Landlord.
- viii. Councillor Driscoll failed to declare that he had set up a baguette shop at 50C Holton Road.
- ix. Councillor Driscoll failed to declare an interest in Unit 5, Biglis House.

79. The WGFO investigated the applications submitted by Councillor Driscoll. The WGFO did not take any further action. The Head of Welsh Government's Fraud Department confirmed that the rationale for the decision reached on the investigation was that although the public interest test was met, and it was believed that there was evidence of false representation on the part of Councillor Driscoll, dishonest intent "beyond any doubt" had not been proven.

80. Councillor Driscoll sent emails from his Council email address in connection with the Coronavirus Business Grant applications he had submitted and regarding properties owned by his wife.

81. Councillor Driscoll updated his Register of Interests on 4 May 2022 and included Unit 5, Biglis House on his declaration.

82. Councillor Driscoll said that he set up a baguette shop in 50C Holton Road but did not declare this as an interest in the Members' Register of Interests.

Disputed facts

83. Did Councillor Driscoll's emails from his Council email address relate to Council business?

84. Did Councillor Driscoll have a declarable interest in Unit 5, Biglis House?

85. Did Councillor Driscoll have a declarable interest in the residential property - 3 Lombard Street?

86. Did Councillor Driscoll update the Council about the occupancy of 50C Holton Road?

87. Did Councillor Driscoll's conduct in regard to Unit 5, Biglis House create a disadvantage for another?

Analysis of evidence

Did Councillor Driscoll's emails from his Council email address relate to Council business?

88. Councillor Driscoll sent the following emails from his Council email address:

8 April 2020 relating to Unit 5, Biglis House

89. Councillor Driscoll emailed an officer at the Council from his Council email address. In the email, Councillor Driscoll said that he had been trying to contact the NNDR Department to no avail and he was concerned that a previous tenant in one of his wife's properties would try and claim the Coronavirus Business Grant even though they had left the property. Councillor Driscoll asked the officer to request that a member of the NNDR Department contact him on his mobile number. The Council officer responded to Councillor Driscoll with some enquiries and Councillor Driscoll responded from his councillor email address.

24 April 2020 relating to 50C Holton Road

90. Councillor Driscoll sent an email to a Council officer to enquire about an application he had made for a grant related to 50C Holton Road. The Council officer responded to Councillor Driscoll. Councillor Driscoll sent a further email in response again from his Council email address.

91. With regard to the email sent on 8 April 2020, I note that Councillor Driscoll said that the email related to Council business. Councillor Driscoll said that he wanted to advise the Council that the previous tenant of Unit 5, Biglis House (Vale Foods) was attempting to

claim a grant to which he was not entitled. Councillor Driscoll said that he felt he was doing his duty to the Council and that the matters discussed in the email were relevant to Council business.

92. The email referred to a property owned by Councillor Driscoll's wife, Unit 5, Biglis House, and Councillor Driscoll emphasised in the email that he was concerned that the previous tenants of the property may try to claim the Coronavirus Business Grant. Councillor Driscoll requested that a Council officer contacted him on his personal mobile number, which indicated that that the matter related to his personal life. I also note that Councillor Driscoll requested that correspondence was sent to his wife's home address. In view of this, I consider that the matter was closely connected to Councillor Driscoll's private life and he and his wife's business interests. It appears that his intention in sending the email was to ensure that the previous tenant did not claim the grant for a property owned by his wife. I cannot see that the email was sent for the benefit of the Council, as claimed by Councillor Driscoll. It appears that Councillor Driscoll was acting in relation to the interests of his wife's property.

93. Therefore, while I note Councillor Driscoll said he was doing his "duty" to the Council, I am of the view that Councillor Driscoll became involved in his private capacity and was acting on behalf of his wife. In my view, it would not be appropriate for Councillor Driscoll to use his position as an elected member or his Council's email address to make enquiries on behalf of his wife - there is no credible link between the email and "Council business". Accordingly, it is my view that the emails sent by Councillor Driscoll were not related to Council business.

94. I am also concerned that, when interviewed, Councillor Driscoll said that he did not believe that the link between the property in question and his private life created any issues or conflict in terms of interests and his role as a councillor.

95. With regard to the email sent by Councillor Driscoll on 24 April 2020, I note that the email related to the Coronavirus Business Grant application Councillor Driscoll had made for 50C Holton Road. This was connected to Councillor Driscoll's private business interest and did not relate to Council matters or his role as a councillor. I acknowledge that Councillor Driscoll responded to some emails sent to his Council email address from Council

Officers. However, it is clear that the exchange came about in response to Councillor Driscoll initiating contact from his Council email address. In my view, I consider that such correspondence related to Councillor Driscoll's private life. I therefore consider that the email sent on 24 April 2020 was not connected to Council business or relevant to Council matters.

Should Councillor Driscoll have declared an interest in Unit 5, Biglis House in the Members' Register of Interests?

96. Councillor Driscoll signed the Council's Members' Register of Interests on 1 June 2017. In that Register, Councillor Driscoll did not disclose any interest in Unit 5, Biglis House. When interviewed, Councillor Driscoll said that he had no interest in Unit 5, Biglis House as it was his wife's property. Councillor Driscoll said that he was aware that it had since transpired that the Land Registry had documented Fresh Bacon Company Ltd as the joint owner of the property, but he said that he did not understand why that was the case and his belief was that the property was owned by his wife only.

97. I note, as set out above, that the Land Registry documented Fresh Bacon Company Ltd as the joint owner of Unit 5, Biglis House. Councillor Driscoll confirmed that he was the director of Fresh Bacon Company Ltd. HM Land Registry's title record is compelling and absolute documentary evidence that Councillor Driscoll's company held beneficial interest and jointly owned the property. While I note that Councillor Driscoll said he was not aware of the Land Registry documentation, he also confirmed during his interview that he had signed a lease for the property on behalf of his wife. I also note that the Council's business rates system documented Councillor Driscoll as being the owner of Unit 5, Biglis House and his personal email address was documented as the contact email address for the property. The evidence available, including the HM Land Registry title document, confirms that Councillor Driscoll had a beneficial interest of joint ownership in the property. I consider that such an interest (as defined under paragraph 10(2)(a)(vi) of the Code) should have been registered on Councillor Driscoll's Members' Register of Interests in accordance with Paragraph 15 of the Code.

Did Councillor Driscoll have a declarable interest in the residential property - 3 Lombard Street?

98. Councillor Driscoll signed the Council's Members' Register of Interests on 1 June 2017. In that Register, Councillor Driscoll included a number of residential properties. However, the Register did not include any declaration of interest in relation to a further residential property, 3 Lombard Street, Barry.

99. I acknowledge that Councillor Driscoll said that 3 Lombard Street is a property owned by his wife and for which the Council send the Housing Benefit payment directly to his wife's bank account. Indeed, correspondence from the Council demonstrates that the Housing Benefit is paid to an account in the name of Councillor Driscoll's wife. However, I also note that Councillor Driscoll was sent correspondence from the Council in respect of this residential property. Specifically, Councillor Driscoll was sent a letter from the Council about the property which was addressed to him and referred to the tenant as being his tenant. I consider that this indicates that Councillor Driscoll had significant involvement in the property and demonstrates that the Council have listed Councillor Driscoll as the Landlord. The Internal Audit Report similarly documents that Councillor Driscoll is the Landlord of the property. The Internal Audit Investigation Officer noted that, in relation to 3 Lombard Street, that the Council listed Councillor Driscoll as the Landlord, Fresh Bacon Company Ltd was on the Council's systems and all mails relating to the property were addressed to him. In view of this, on balance, I consider that the evidence suggests that 3 Lombard Street "related to or was likely to affect" Councillor Driscoll's business interest and as such he had an interest in the property (as defined under paragraph 10(2)(a)(i) of the Code). Therefore, in-line with paragraph 15 of the Code, I consider that such an interest should have been registered on Councillor Driscoll's Register of Interests.

Did Councillor Driscoll update the Council about the occupancy of 50C Holton Road?

100. Councillor Driscoll said that he took possession of 50C Holton Road on 11 March 2020. Councillor Driscoll said that the property had been vacant for around 2 years prior to this, but the tenant had continued to pay rent. When interviewed, Councillor Driscoll said that he could not

remember when he told the Council he had taken possession of the property, but when he did advise the Council, he told them the correct date (11 March 2020). He said that he did not underestimate or overestimate the time in which he had possession of the property and therefore did not create any financial advantage for himself. Councillor Driscoll said that he probably updated the Council about occupancy via email.

101. While I note that Councillor Driscoll said that he thought he had updated the NNDR Department about occupancy via email, he was not able to produce a copy of any such email. I also note that Councillor Driscoll applied for a grant for 50C Holton Road in April 2020 and chased this up with the Council in April 2020. This prompted the Council to request further information from Councillor Driscoll and on 5 May 2020, he was asked for further information for business rates purposes and specifically asked to confirm whether he had occupied the premises since 11 March 2020 (the date included on the application for the Coronavirus Business Grant) and was therefore liable for the empty rates at the premises. The email from the Council documents that the Council's NNDR Department had not been updated about the occupancy of the property prior to this point.

102. Therefore, on the balance of the available evidence, it appears that Councillor Driscoll only updated the Council about the occupancy of 50C Holton Road in response to a request from the Council. This came about after Councillor Driscoll had submitted a grant application for the property, which prompted the Council to make enquiries about occupancy due to identified discrepancies in the applications. The Internal Audit Report documented that once vacated and unoccupied, Councillor Driscoll became liable for the empty property business rates at the property. The letter provided by Councillor Driscoll, from David Jones' Solicitors, confirmed that the tenant stopped paying rent in January 2020 and requested that the lease was surrendered on 11 March 2020. As a result, I consider that the available evidence suggests that Councillor Driscoll failed to update the Council about the occupancy of 50C Holton Road.

Did Councillor Driscoll's conduct in regard to Unit 5, Biglis House create a disadvantage for another?

103. The Internal Audit Report concluded that Councillor Driscoll provided misleading information to the Council in relation to Unit 5, Biglis House.

When interviewed as part of this investigation, Councillor Driscoll said he disagreed with the findings of the Internal Audit Report and that his actions were because he was concerned that the previous tenant of the property, Vale Foods, would try and claim the grant to which they were not entitled.

104. As noted, Vale Foods, applied for a Coronavirus Business Grant application for Unit 5, Biglis House. Councillor Driscoll contacted the Council on 8 April 2020 and advised that Vale Foods had left the property on 17 March 2020 and was therefore not entitled to the grant. I have carefully considered the evidence provided by Councillor Driscoll and the Internal Audit Report's findings. The Internal Audit Report noted that Vale Foods provided documentary evidence of a commercial lease agreement for Unit 5, Biglis House. The parties to the agreement show the lease between Vale Foods and Councillor Driscoll's wife (as the Landlord). The lease agreement was dated 27 January 2020, and it appears that Councillor Driscoll signed the document on behalf of his wife (available at Appendix 10). The Internal Audit Report also documented that Vale Foods were paying rent to the Fresh Bacon Company Ltd's business bank account in April 2020 (this evidence is available at Appendix 10). On this basis, the Internal Audit Report concluded that the documentary evidence contradicted the information provided by Councillor Driscoll.

105. When interviewed as part of this investigation, Councillor Driscoll said that the Vale Food's lease dated 27 January 2020 was a false document and that the lease did not really exist - although he had signed a previous lease with the tenant. However, I also note that Councillor Driscoll was specifically asked, when interviewed by the Monitoring Officer and Internal Audit Investigation Officer, about the lease in relation to Unit 5, Biglis House and at that time, did not raise any concerns about the date of the lease being incorrect. In fact, when questioned about the tenant in Unit 5, Biglis House, Councillor Driscoll advised the Internal Audit Investigation Officer that "the new lease was signed because [the tenant] needed to prove they had set up a new company". I am therefore concerned that Councillor Driscoll appears to have provided contradictory evidence. In his responses to the Internal Audit Investigation Officer, Councillor Driscoll was clear that a new lease had been signed. The possibility of a false lease was only raised by Councillor Driscoll sometime later when he was interviewed by my Investigation Officer. Councillor Driscoll stated that the lease looked different to that of his other

leases - signed in relation to 50 Holton Road - and he was not shown a copy of the lease when questioned as part of the Council's internal audit investigation. While Councillor Driscoll said he would not have been able to remember when the lease was signed, so would not have realised when questioned by the Internal Audit Investigation Officer that the lease was false, Councillor Driscoll clearly stated during the Internal Audit Investigation that a new lease had been signed. This is in direct contrast to the explanation provided to my Investigation Officer, that no such new lease had been signed. Given that the lease had Councillor Driscoll's signature on it and the contradictions in his accounts, on the balance of the available evidence, I consider that the lease referred to in the Internal Audit Report was not a "false lease".

106. Councillor Driscoll said, at interview, that Vale Foods had moved premises and had made a grant claim from a different local authority. However, he did not provide any direct evidence of this. The Internal Audit Report concluded that Councillor Driscoll's actions in declaring that Fresh Bacon Company Ltd had taken possession of Unit 5, Biglis House resulted in an application for a Coronavirus Business Grant submitted by Vale Foods being rejected. As set out above, Councillor Driscoll sent an email from his Council email address about Unit 5, Biglis House. In that email, Councillor Driscoll said that he was concerned that Vale Foods would try and claim the grant, even though they were not entitled to it. Therefore, given that Councillor Driscoll used his Council email address for personal reasons to make enquiries in relation to Unit 5, Biglis House, I consider that this indicates that Councillor Driscoll's actions in emailing the Council on 8 April created a disadvantage for another person, Vale Foods.

Conclusions

107. In reaching my conclusions, I have taken into account Councillor Driscoll's comments on the draft version of this report and note that he is concerned by the analysis of the evidence and the findings made.

108. Councillor Driscoll sent emails from his Council email address about the Coronavirus Business Grants he had submitted, on 7 April 2020 and in relation to Unit 5, Biglis House. He said that the use of his Council email address in this way was "unintentional". Councillor Driscoll also said that specific emails, including the emails sent on 8 April 2020, were sent as

the matters related to Council business. As set out above, I am not persuaded that Councillor Driscoll has demonstrated a credible link to Council matters and on the balance of the available evidence, it is my view that the emails sent by Councillor Driscoll were not sent in the interests of Council business - they were sent for the benefit of his and his wife's personal business interests. It appears therefore that Councillor Driscoll acted imprudently and improperly and other than in a manner which was conducive to the discharge of the office for which Councillor Driscoll was elected. As a result, I consider that Councillor Driscoll's actions are suggestive of a breach of paragraphs 7(b)(i), 7(b)(iv), and 7(b)(vi) of the Code of Conduct.

109. Further, I consider that in emailing officers of the Council, from his Council email address, about matters relating to his private life and private business interests, Councillor Driscoll made the Council Officers aware that he was an elected member. The sending of such emails from his Council email address meant that the recipients were aware of Councillor's Driscoll's position of authority and standing within the Council, including his role as "quasi employer". As such there is a mutual bond of trust and confidence between councillors and their officers, which is dependent upon members not misusing their position or their standing in their authority to blur the lines between personal matters and their public role. There was no credible reason for Councillor Driscoll to correspond about his private business interests using his Council email address and I consider that his actions in doing so could have been perceived as him attempting to use his position as an elected member to gain an advantage for himself and his wife's business interests.

110. Accordingly, I consider that Councillor Driscoll's actions are suggestive of a breach of paragraphs 7(a) of the Code. Given that the appropriate due diligence checks conducted by the Council Officers resulted in the ineligible applications being declined, I am not persuaded that the sending of the emails from Councillor Driscoll's Council email address did compromise the impartiality of officers who worked for the Council. However, Councillor Driscoll's use of his Council email address for private business matters, could, in itself, have amounted to conduct which was "likely to" compromise the impartiality of those who work for the

Council. It will therefore be a matter for the Council's Standards Committee to consider whether the evidence also suggests a breach of paragraph 4(d) of the Code.

111. Furthermore, I consider that the actions of Councillor Driscoll in corresponding about his private business interests using his Council email address could reasonably be considered as bringing his office into disrepute and may amount to a breach of paragraph 6(1)(a) of the Code of Conduct.

112. With regard to registering interests, Councillor Driscoll did not include 2 properties, Unit 5, Biglis House and 3 Lombard Street, on his Members' Register of Interests. As set out above, I consider that Councillor Driscoll had an interest in both properties. Furthermore, Councillor Driscoll said that he set up a baguette shop in 50C Holton Road, but this was not declared on his Members' Register of Interests. Councillor Driscoll has received training on the Code of Conduct which included training on interests and registering and declaring any such interests. I also note that Councillor Driscoll, alongside all other members of the Council, received consistent and regular reminders about the need to keep the Members' Register of Interests updated. Councillor Driscoll was an experienced member of the Council who was regularly reminded about the Members' Register of Interests and in my view, should have been aware of the importance in registering interests. In view of this, I consider that Councillor Driscoll should have declared and registered his interests in both properties and baguette shop business, and I consider that his failure to do so is suggestive of a breach of paragraphs 15(1)(b) and 15(2) of the Code.

113. As set out earlier in this report, I consider that Councillor Driscoll failed to update the Council about the occupancy of 50C Holton Road. The Internal Audit Report documented that once vacated and unoccupied, Councillor Driscoll became liable for the empty property business rates at the property. Therefore, as a result of not updating the Council about occupancy, Councillor Driscoll would have avoided business rates. However, I note that to his credit, when asked by the Council about what date he took occupancy, Councillor Driscoll provided the correct date, of 11 March 2020, and therefore subsequently paid from that point onwards. As a result, I am not persuaded that Councillor Driscoll's conduct in this context is suggestive of a breach of paragraph 7(a) of the Code of Conduct. That being said, it is clear that Councillor Driscoll only updated the Council

when it made enquiries with him - even though he should have updated them once he took occupation given the resultant impact on liability for business rates. I consider that failing to update the Council about occupancy has the potential to undermine the public's confidence in Councillor Driscoll's office as member and is suggestive of a breach of paragraph 6(1)(a) of the Code.

114. I am also concerned about Councillor Driscoll's conduct in relation to Unit 5, Biglis House. The Internal Audit Report concluded that Councillor Driscoll provided the Council with misleading information about the occupancy of Unit 5, Biglis House. Given that Councillor Driscoll improperly made enquiries with the Council about the property, from his Council email address, when acting in a private capacity, I consider that this established a connection between Councillor Driscoll's private business and his role as an elected member. Further, I note that the Internal Audit Report concluded that Councillor Driscoll's misleading actions in declaring that Fresh Bacon Company Ltd had taken possession of Unit 5, Biglis House resulted in an application for a Coronavirus Business Grant submitted by another business, Vale Foods, being rejected. Accordingly, I consider that Councillor Driscoll's conduct is suggestive of a breach of paragraph 7(a).

115. Councillor Driscoll's conduct in relation to the 2 applications he made for the Coronavirus Business Grants are of serious concern. The Council's NNDR Department became so concerned by the information provided and applications submitted in relation to 50 Holton Road, of which Councillor Driscoll was the Landlord and responsible for lease agreements, that an internal audit investigation was commenced. I have carefully considered the findings of the Internal Audit Report and note that the conclusions reached about Councillor Driscoll's actions are serious. In particular, the findings of the Internal Audit Report document that Councillor Driscoll failed to provide the Council with accurate information, attempted to gain grant funding when it was apparent claims were not justified, failed to inform or update the Council's NNDR Department in respect of the occupancy and therefore business rates liability for particular properties, provided contradictory information when applying for grant funding, made enquiries for grants and misled the Council, and caused an eligible company to miss out on a grant to which it was entitled. It is particularly significant that 2 applications submitted by Councillor Driscoll were declined by the Council. The WGFO Head of

Counter-Fraud concluded that public interest test was met, and it was believed that there was evidence of false representation on the part of Councillor Driscoll, but the requirement to prove dishonest intent “beyond reasonable doubt” was not met. The burden of standards of proof in relation to breaches of the Code under the ethical standards framework is “on the balance of probabilities”. I consider that the serious and concerning findings of the Internal Audit Report give rise to concerns about Councillor Driscoll’s conduct which appears to have been contrary to the Principles which govern the conduct of members, which required Councillor Driscoll to act with selflessness, honesty, integrity and in the public interest. As such, I consider that Councillor Driscoll’s actions could seriously affect public confidence in the office of Member and are suggestive of a breach of paragraph 6(1)(a) of the Code.

Finding

116. My finding under section 69 of the Local Government Act 2000 is that my report on this investigation should be referred to the Deputy Monitoring Officer of the Council for consideration by the local standards committee.

M.M. Morris.

Michelle Morris
Ombwdsmon Gwasanaethau Cyhoeddus/
Public Services Ombudsman

24 January 2024

Appendices

Appendix 1	Referral and supporting information
Appendix 2	The Council's Code of Conduct
Appendix 3	Declaration of Acceptance of Office and Register of Interests
Appendix 4	Investigation Start Letter
Appendix 5	Information provided by the Council
Appendix 6	Welsh Government Information
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Appendix 9	Councillor Driscoll Coronavirus Business Grant Applications and related email correspondence
Appendix 10	Vale Foods Evidence
Appendix 11	Council Internal Audit Report and Appendices
Appendix 12	Debbie Marles Witness Statement and Exhibits
Appendix 13	Joan Davies Witness Statement and Exhibits
Appendix 14	Steven Tooby Witness Statement
Appendix 15	Comments on investigation by Member
Appendix 16	Member Interview Transcript and Further evidence provided by Member
Appendix 17	Extracts from the Guidance on the Code of Conduct
Appendix 18	Member response to Draft Report



Public Services Ombudsman for Wales
1 Ffordd yr Hen Gae
Pencoed
CF35 5LJ

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Website: www.ombudsman.wales
Email: ask@ombudsman.wales
Follow us on X: [@OmbudsmanWales](https://twitter.com/OmbudsmanWales)

List of appendices re: Cllr Driscoll PSOW investigation/referral to Standards Committee (OMB 202200739)

Appendix 1 (1 – 110)	<u>Referral to PSOW and supporting information including:</u> Audit Report; VPD Responses 21.04.22; NNDR 50c Holton Road; Register View CYM367305 Unit 5; Vale Foods Lease ii; Vale Foods Lease i; Training dates; All Members induction seminar code of conduct and governance arrangement; Declaration of acceptance of office; Land reg documents;
Appendix 2 (111 – 132)	<u>The Council's Code of Conduct</u> Local Government Act 2000 – Model Code of Conduct for Members and Co-opted Members with voting rights
Appendix 3 (133 – 140)	<u>Declaration of Acceptance of Office and Register of Interests</u>
Appendix 4 (141 – 144)	<u>Investigation Start Letter</u> Letter to Cllr V Driscoll dated 16 June 2022 from Ombudsman office
Appendix 5 (145 – 153)	<u>Information provided by the Council:-</u> Letter to Cllr V Driscoll dated 30 November 2021 from Karen Bowen; Copy VOG SC Application for Dispensation dated 23 September 2021; Minute 586 – application for dispensation (agreed) ; Email to David Phillips dated 22 March 2022 from SWP (TP); NNDR Business Rates 50c Holton Road;
Appendix 6 (154 – 163)	<u>Welsh Government Information –</u> WG press release – grants to start reaching businesses 26 March 2020; Covid-19 Grants for business in Wales linked to NDR scheme guidance;
Appendix 7 (164 – 166)	<u>Companies House Information</u>
Appendix 8 (167 – 170)	<u>Land Registry Information</u>
Appendix 9 (171 – 178)	<u>Councillor Driscoll Coronavirus Business Grant Applications and related email correspondence</u>
Appendix 10 (179 - 183)	<u>Vale Foods Evidence –</u> Email Natalie Reed to Business Grants VOG dated 18 May 2020 enc; Copy lease agreement KD & Vale Foods 2018 Ltd; and Copy Vale Foods bank statements;
Appendix 11 (184 – 243)	<u>Council Internal Audit Report and Appendices</u>

Appendix 12 (244 – 362)	<u>Debbie Marles Witness Statement and Exhibits</u>
Appendix 13 (363 – 415)	<u>Joan Davies Witness Statement and Exhibits</u>
Appendix 14 (416 – 417)	<u>Steven Tooby Witness Statement</u>
Appendix 15 (418 – 423)	<u>Comments on investigation by Member</u> Email dated 24 June 2022 – 11 May 2022; Letter to Mr V Driscoll dated 11 March 2020 from David Jones Solicitors; Letter to Mr V Driscoll dated 13 July 2023 from Knights;
Appendix 16 (424 – 480)	<u>Member Interview Transcript and Further evidence provided by Member</u> (interview record dated 16 June 2023)
Appendix 17 (481 – 498)	<u>Extracts from the Guidance on the Code of Conduct</u>
Appendix 18 (499 - 501)	<u>Member response</u> (email dated 4 January 2024)

APPENDIX 1

[Redacted]

Your details

Title

Ms

Forename(s)

Debbie

Surname

Marles

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Your Complaint

Organisation

Type

Local Authority

Organisation - please select from the list. If your complaint is about more than one organisation, you will need to submit a separate complaint for each one. If the body you are complaining about does not appear in the list below please telephone us on 0300 7900203 or email ask@ombudsman.wales

Vale of Glamorgan Council

Councillor/Panel Members Name

Councillor Vincent Peter Driscoll

Explain how the individual has breached the Code of Conduct.

Please say which or refer to the paragraphs of the "Code" you think the member has breached.

Please also include the names and contact details of any witnesses relevant to your complaint.

Events which relate to potential breaches of the Members' Code of Conduct is as detailed within the Internal Audit Report attached as a supporting document.

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

Paragraphs of the Vale of Glamorgan Council's Members' Code of Conduct (as detailed in the Council's Constitution) potentially breached are set out below. For ease of reference the numbering provided below accords with the Vale of Glamorgan Council's numbering as detailed in the Council's Constitution, however in addition and in brackets I have provided the numbering as per

The Local Authorities (Model Code of Conduct) (Wales) Order 2008:

- 18.2.4(b) You must show respect and consideration for others (4(b))
 - 18.2.4(d) You must not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, your authority (4(d))
 - 18.2.6(a) You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute (6(1)(a))
 - 18.2.8(a) You must not in your official capacity or otherwise, use or attempt to use your position improperly to confer on or secure for yourself, or any other person, an advantage or create or avoid for yourself, or any other person, a disadvantage (7(a))
 - 18.2.8(b) You must not use..., the resources of your authority:
 - (i) imprudently
 - (ii) in breach of your authority's requirements
 - (iv) other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or of the office to which you have been elected or appointed
 - (vi) improperly for private purposes (7(b)(i)(ii)(iv)(vi))
 - 18.4.1(a) subject to sub paragraph 18.4.1(d), you must within 28 days of
 - (ii) your election or appointment to office (if that is later), register your personal interests where they fall within a category mentioned in paragraph 18.3.1(b)(i), in your authority's register of members' interests by providing written notification to your authority's monitoring officer. (15(1)(b))
 - 18.4.1(b) subject to sub paragraph 18.4.1(d), you must, within 28 days of becoming aware of any new personal interest falling within a category mentioned in paragraph 18.3.1(b)(i), register that personal interest in your authority's register of members' interests by providing written notification to your authority's monitoring officer (15(2))
- Witness Vale of Glamorgan Council's Internal Audit Investigating Officer, David Phillips (dphillips@valeofglamorgan.gov.uk)

[Due to the size of supporting documents, the appendices to final audit report will follow separately]

Supporting Documents

- 1. Final Audit Report.pdf
- VPD Responses 21 04 22 .docx
- NNDR 50c Holton Road.docx
- Register View CYM367305 Unit 5.pdf
- Vale Foods Lease ii (002).jpg

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

- Vale Foods Lease i (002).jpg
- Training dates
.msg
- All Members Induction Seminar Code of Conduct and Governance
Arrangement.. .pptx
- Declaration of Acceptance of Office.pdf
- Land Reg documents
.msg

Declaration

I wish for the Public Services Ombudsman for Wales to consider my complaint.

I understand that my identity will be disclosed to the member who I am making a complaint against and my complaint form and all material supplied with it may be disclosed in full or in part to the member who I am making a complaint against and that this information may become public knowledge. This information will also usually be disclosed to the Monitoring Officer and Clerk (where applicable) of the appropriate Council."

I understand that I may be required to give spoken evidence in public in support of my complaint to the authority's standards committee, or any case tribunal which may be appointed to consider any report which the Ombudsman may issue if he decides to investigate my complaint.

Privacy

When considering your complaint, the Public Services Ombudsman for Wales will process your personal information, which may include health or social services records if your complaint relates to one of these areas. Further information about how we process your personal information is available in the Privacy Notice for Complainants & Representatives here. A copy of this notice will also be attached to your confirmation email.

Privacy

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

ask@ombudsman.wales

31 August 2021

401447900 twh

8219725

MR VINCE S DRISCOLL
OFFICE 5, 2ND FLOOR
50 HOLTON ROAD
BARRY
VALE OF GLAMORGAN
CF63 4HE

Dear MR DRISCOLL,

RE: Housing Benefit

The Housing Benefit award for your tenant [REDACTED] of
[REDACTED] has been reviewed.

The awards are as follows:

FROM	TO	WEEKLY AMOUNT
16 Aug 2021	04 Apr 2022	ú120.00

As a result of the change, you have been underpaid the sum of ú25.00.

This will be included in your next payment for this tenant. The
reason for the change is I have received a decision from the rent
officer and has been calculated as follows:

Period	Weekly Amount	New Award
16 Aug 2021 23 Aug 2021	95.00	120.00

Your future payments will be ú480.00 every four weeks.

Payment will be made by BACS payments into your designated bank or
building society account.

Bank name :LLOYDS TSB PLC

Account name [REDACTED]

Please read your rights and duties on the last page of this letter.

Yours sincerely,

Benefits Manager

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

BETWEEN:

[REDACTED] of Sunnycroft Farm, Dinas Powys
Telephone: [REDACTED] Fax: [REDACTED]
(the "Landlord")

OF THE FIRST PART

- AND -

Vale Foods 2018 Ltd of Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE
Telephone: [REDACTED] Fax: [REDACTED]
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE, and from time to time altered, expanded or reduced by the Landlord in its sole discretion;

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, on this 27th day of January, 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DOUGRAVEN ST

BARRY





Date: 27th January 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DOUGRAVEN ST

BARRY


Signed for and on behalf of
Vale Foods 2018 Ltd (Tenant) by
 Date: 27th January 2020

[REDACTED]

To: Business Grants <BusinessGrants@valeofglamorgan.gov.uk>

Sent: Monday, 18 May 2020, 14:45:15 BST

Subject: Re: ADD7EC502042020

Hi

Thank you for your email.

We are confused as to why you have stated that the landlord has said the property is vacant.

We have a lease from the landlord Vince Driscoll which clearly states that Vale Foods 2018 occupies the premises. We have bank statements which clearly show the rent being paid to him.

We left the premises last year to move to a smaller outlet, which did not work out for us. We had two companies who were interested in taking over the premises but this did not happen due to problems with their businesses being set up.

We therefore signed a new lease in January 20 with Vince Driscoll which we have documented evidence of.

The factory was hit by the floods in February this year and have evidence of the insurance company calling out to us to inspect the damage. Mr Driscoll must be confused with the fact that from 28 February we were unable to trade from the factory because of this until we get the insurance paid out so we can get the necessary repairs made in order for us to begin trading again. The insurance company has even agreed to pay the rent to Mr Driscoll whilst we wait for the repairs to be done.

Please advise.

Regards

[REDACTED]

On Wednesday, 13 May 2020, 09:54:42 BST, Business Grants
<businessgrants@valeofglamorgan.gov.uk> wrote:

Good morning,

We have looked into your application and liability at the premises.

We had not been advised of Vale Foods 2018 LTD reoccupation of the premises since we had been advised in writing by the Director of the company at the time that Vale Foods 2018 LTD had ceased trading at the premises in June 2019. Please note as compulsory strike-off action has been suspended and you, [REDACTED] are now director of this limited company, there does remain a balance owing for business rates. The balance of £6564.04 in the name of Vale Foods 2018 LTD is payable immediately (as it is in respect of previous financial years) and is the remaining balance owing for the period of liability from 06.08.2018 to 24.06.2019. I have attached copies of business rates bills to confirm the balance.

We then received the email (attached) [REDACTED] [REDACTED] advising Vale Food Catering Services LTD took up occupancy from 24.06.2019 onwards. We also received an email dated 04.09.2019 confirming the company name was actually Vale Food Catering Suppliers not Services and this had been amended.

We were then advised the Avondale 2019 LTD were taking over the premises from 11.11.2019. [REDACTED] you were then sent an email from myself confirming the closing balance for Vale Food Catering Services LTD.

However, I was then informed in January 2020 that Avondale LTD did not actually take up occupancy and they confirmed that the previous occupier (Vale Food Catering Services LTD) were still there.

Therefore bills were reissued to the premise in the name Vale Food Catering Suppliers LTD, to which we have had no returned mail, payment or queries from yourselves.

Meanwhile, your application for a business grant is in the name Vale Foods 2018 LTD and is confirming you have been in occupation since 01.01.2018?

Finally, we have been advised by the landlord that they took back possession on 17.03.2020.

Regardless of the conflicting information we have received regarding occupation of the premises prior to 17.03.2020, as the landlord has confirmed he has taken back possession of the premises we are unable to consider your application for a grant as you were not in occupation of the premise on 20.03.2020 (the date in which businesses must have been in occupation for the purposes of the grant under Welsh Government guidance).

I trust this clarifies the position.

Yours sincerely,

[REDACTED]

Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: ndr@valeofglamorgan.gov.uk

From: Collins, Lauren <lacollins@valeofglamorgan.gov.uk> **On Behalf Of** Non Domestic Rates
Sent: 13 May 2020 10:04
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Further to the below email, I do not appear to have had confirmation of the position of occupation at Unit 5 Bilgis House, there is a lot of conflicting information being received at the moment and it would be appreciated if you could get the owner of the premises as advised in the email below to confirm the position at the property please.

I apologise if this has already been sent, please could you resend to nndr@valeofglamorgan.gov.uk.

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

From: Collins, Lauren **On Behalf Of** Non Domestic Rates
Sent: 15 April 2020 08:42
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Thank you for your email. Avondale 2019 actually informed us they were never able to occupy the premises as there was an issue with Vale Food Supplies. Therefore, we do not hold Avondale 2019 liable for the Business Rates.

If the premise was vacated on 17.03.2020, it will be eligible for empty rates but no grant will be payable to the owner of the premise. Mr Driscoll, please could you get Kim (as the owner of property) to send an email to nndr@valeofglamorgan.gov.uk to clarify the position at the premise and advise exactly who should be liable including date?

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:21
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: Unit 5 Biglis house Ty Verlon ind Estate

Dear Phil

Hope all is well, Ive been trying to speak with the NNDR dept to no avail. My wife Kim owns the above property and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march, moving to tremorfa in Cardiff. Can you ask a member of the team to phone me on [REDACTED] also to send all correspondence to [REDACTED] H, Sunnycroft Farm Sunnycroft Lane Dinas Powys CF644Qp.

Regards

Vince Driscoll

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:38
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Vince

When did their lease run until? What was the business name?

Cheers

Phil

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:54
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Phil

Yes Vale Foods ,their tenancy ended on the 11 oct 2019,we then let the property to Avondale 2019,who left by mutual agreement on 17th March. We then started to tidy the place up so we could start a new business from there.

Regards

Vince

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:57
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Collins, Lauren <laecollins@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

I think it will boil down to whether they were on the rates system as of 20th March...If they moved to Cardiff they would get the grant there. If they were still on our system then vale would pay the grant. Lauren, is this something you would cross reference with Cardiff NNDR?

They wouldn't be able to claim it twice but would probably be eligible in one or the other.

Cheers

Phil

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD Â CHOPI SWYDDOGOL O FEWN YSTYR ADHAN 67 O DDEDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWC

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.

4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.

NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.

5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.

6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 24 August 2007
Term : 15 Years from 24 August 2007
Parties : (1) Kimberley Suzanne Driscoll
(2) The Fresh Bacon Company

7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r
gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December
2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2)
Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

Coronavirus Business Grant Application

Reference number

[REDACTED]

Business Rates - Account number

[REDACTED]

Local Authority Property Reference

Contact Information

Contact Name

Kim driscoll

Contact Email Address

[REDACTED]

Contact mobile number

[REDACTED]

Business Premises Address

Business Name

Mad properties

Address Line 1

Office 5 2nd floor

Address Line 2

50 holton Ed

Town

Barry

Postcode

CF63. 4he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?

No

If yes, please provide your company number registered with Companies House

Not limited

If no, please provide your sole trader name

Ksd properties

Business Rates Information

Is your business premises occupied?

Yes

Business Rates - Account number

[REDACTED]

Local Authority Property Reference

Please provide the date you occupied the premises

2018-06-25

Is your business in the retail, leisure and hospitality sector?

No

State Aid Notification

Has your business received any public sector assistance through a State Aid de minimis scheme over the past 3 years?

No

If yes, Please provide details

BACs Details

Business Account Name

Mrs ks Driscoll

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contact Information

Submitter Full Name

Kimberley Driscoll

Submitted Date

30/06/2020



Coronavirus Business Grant Application

VALE of G. AMORGAN



The most efficient way to complete this application is online at
<https://forms.valeofglamorgan.gov.uk/en/businessgrants>

An online application may also result in your potential grant payment being paid direct into your grant sooner.

NIA
CFC
26.8.17

Contact Information

Contact name	VINCE DRISCOLL
Contact mobile number	[REDACTED]
Contact e-mail address	[REDACTED]

Business Premise Information

Business Name	FRESH BACON CO LTD
1st line of address	OFFICE 6 2 nd FLOOR
2nd line of address	90 MOLTON RD
Town	BARRY
Postcode	CF63 4HE

Correspondence address (if different from above)

1st line of address	AS ABOVE
2nd line of address	
Town	
Postcode	

Trading information

Are you trading as a Limited Company?	YES
If yes, please provide your company number registered with Companies House	3085852

If no, please provide your sole trader name	
---	--

Business Rates Information

Is your business premises occupied?	YES
Business Rates - Account number (if known)	100302800477
Please provide the date you occupied the premises	1 APR 2020
Is your business in the retail, leisure and hospitality sector?	YES NO

Business Support Grants Fund

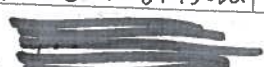
The Vale of Glamorgan Council is currently collating business information in response to the Welsh Government announcement that businesses may qualify for a support grant. In order to prepare for potential distribution of grant funding please provide the following supporting document.

Copy of your latest bank statement (showing your sort code and account number and bank account name)	
--	--

BACs details

Business Account Name	FRESH BACCO CO
Business Sort Code	30-96-52
Business Account Number	00479925

Completed by:

Full name	VINCENT DRISCOLL	Date	26 Jan 2020
Signature			

Declaration

The information and signed declaration provided by you for a Coronavirus Business Grant by Welsh Government is being provided on the basis that you are making a truthful declaration that the information you provide is accurate. In declaring that you are a 'business in occupation within the Vale of Glamorgan' entitles you to Coronavirus Business Grant support from Welsh Government. If you falsely provide information which results in an offer and acceptance of a grant to which you are not entitled, then this may subsequently result in legal action being taken against you and legal proceedings will be taken against you to recover any monies provided as part of the Coronavirus Business Grant.

Please complete and return this application along with the supporting document required by e-mail to businessgrants@valeofglamorgan.gov.uk

OR

in the pre-paid envelope provided to Non-Domestic Rates Department, Vale of Glamorgan Council, Civic Offices, Holton Road, Barry, CF63 4RU.

LEASE

Date: 6th MARCH 2018

Landlord FRESH BACON CO LTD

LETS TO

Tenant LIFE CHANGING MINISTRIES INTERNATIONAL
CHURCH SOUTH CHESHIRE TRUST (ALSO KNOWN AS LCM)

Property: CHARITY NO 1065192
50 C HOCTON RD BARM

Lease Period For the period starting on 12 MARCH 2018

AND ENDING ON

11 MARCH 2021

Use Allowed SANDWICH SHOP

Rent

THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

£7748-

A YEAR BY THESE INSTALMENTS:

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM (4 weeks rent as
FOR THE PERIOD STARTING ON: 12-3-2018 Report £645.00

TO and then

Rent Days

WEEKLY
(B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE
DAY OF EACH 149.00 MONTH

WEEKLY PAYABLE BY
STANDING ORD

Rent Review

N/A

Dates

THE RENT MAY BE INCREASED (UNDER CLAUSE 8) WITH EFFECT FROM
THE THIRD ANNIVERSARY OF THE START OF THE LEASE PERIOD

TENANTS OBLIGATIONS PAYMENTS

1

1. The Tenant is to pay the Landlord:

1.1 the rent

1.2 the amount of every premium which the Landlord pays to insure the property under this lease, to be paid within 14 days after the Landlord gives written notice of payment (and this amount is to be paid as rent)

and the following sums on demand:

1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property

1.4 the cost of any works to the property which the Landlord does after the Tenant defaults

1.5 the costs and expenses (including professional fees) which the Landlord incurs in:

- a) dealing with any application by the Tenant for consent or approval, whether or not it is given
- b) preparing and serving a notice of a breach of the Tenant's obligation, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends

1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

and in making payment under this clause:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added.

2

2. The Tenant is also to make the following payments, with value added tax where payable:

2.1 All periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due

2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due

2.3 a registration fee of £20 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3

USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them:

3.1 to use the property only for the use allowed

3.2 not to do anything which might invalidate any insurance policy covering the property or which might increase the premium

3.3 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

- 3.4 not to display any advertisements on the outside of the property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.5 not to overload the floors or walls of the property
- 3.6 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

4 ACCESS

- 4. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:
 - 4.1 for these purposes:
 - a) inspecting the condition of the property, or how it is being used
 - b) doing works which the Landlord is permitted to do under clause 5.4(e)
 - c) complying with any statutory obligation
 - d) viewing the property as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant
 - e) valuing the property
 - f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires cables serving neighbouring property
 - 4.2 and only seven days' written notice except in emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITIONS

- 5. The Tenant is to comply with the following duties in relation to the property:
 - 5.1 to maintain the property in no worse state and condition than it is in at the date hereof as evidenced by the schedule of condition attached
 - 5.2 to do the work to the property which any authority acting under an Act of Parliament requires
 - 5.3 but the Tenant need not:
 - a) alter or improve the property
 - b) make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act or default of the Tenant
 - 5.4 If the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
 - a) start the work within two months or immediately in case of emergency, and
 - b) proceed diligently with the work
 - c) in default, permit the Landlord to do the work
 - 5.5 not to make any structural alterations, external alterations or additions to the property
 - 5.6 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)
 - 5.7 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
 - 5.8 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:
 - (a) Give his consent in writing to the work
 - (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work.
 - 5.9 any dispute arising under clause arising under clause 5. is to be decided by arbitration under clause 14.5.

6

TRANSFER ETC.

6. The Tenant is to comply with the following:

- 6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder
- 6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord consents and the Landlord is not entitled to withhold that consent unreasonably or delay it
- 6.3 any sublease is to be in terms which are consistent with this lease, but is not to permit the sub-tenant to underlet
- 6.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3
- 6.5 If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant.

7

OTHER MATTERS

7. The Tenant

- 7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property within 14 days after he receives it
- 7.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
- 7.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance (such consent not to be unreasonably withheld or delayed)

8

RENT REVIEW

- 8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date
- 8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:
 - a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property
 - b) the property is vacant and had not been occupied by the Tenant or any sub-tenant
 - c) the property can immediately be used
 - d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 11 has been made good
 - e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value, other than anything which the Tenant was obliged to do under the terms of this lease
- 8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease
- 8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.5
- 8.5
 - a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
 - b) Starting on that rent day, the Tenant is to pay the new rent
 - c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

9

DAMAGE

9. If the property is damaged by any of the risks to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 9.1 the rent, or a fair proportion of it, is to be suspended until the property is fully restored.
- 9.2 if at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not delayed the restoration) or the Tenant can end this lease by giving one month's notice to the other during the three year period, in which case
- a) the insurance money belongs to the Landlord and
 - b) the Landlord's obligation to make good damage under clause 11 ceases
- 9.3 a notice given outside the time limits in clause 9.2 is not effective
- 9.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 14.5
- 9.5 The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10 QUIET ENJOYMENT

10. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11 INSURANCE

11. The Landlord agrees with the Tenant:
- 11.1 The Landlord is to keep the property (except the plate glass) insured with reputable insurers to cover:
- a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - b) against fire, lighting, explosion, earthquakes, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord (the insured risks)
- So far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 11.2 and to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force
- 11.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

12 FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- a) payment of any rent is 21 days overdue, even if in the case of Rent only it was not formally demanded
 - b) the Tenant has not complied with any of the terms in this lease
 - c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed

- d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor or the Landlord

13 END OF LEASE

13. When this lease ends the Tenant is to:

- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

LANDLORD

- 14.2 (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

TENANT

- 14.3 (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a Transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy.
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

SERVICE OF NOTICES

- 14.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 14.6 The headings do not form part of this Lease.

STAMP DUTY

15 This lease has not been granted to implement an agreement for a lease.

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

"Guarantor"

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord requires, in the same form but at a rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

Signed as a deed by/on behalf of the

Landlord
and delivered in the presence of

Landlord

Witness

Witness's occupation and address

ON BEHALF OF LCM1

CHARITY COMMISSION NO 1065192

Coronavirus Business Grant Application

Reference number

75A292D07042020

Contact Information

Contact Name

Vince Driscoll

Contact Email Address

vince.d@hotmail.co.uk

Contact mobile number

07723038852

Business Premises Address

Business Name

Baguette Shop

Address Line 1

50c Holton Rd

Address Line 2

Town

Barry

Postcode

cf634he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?

Yes

If yes, please provide your company number registered with Companies House

3085852

If no, please provide your sole trader name

Business Rates Information

Is your business premises occupied?

No

Business Rates - Account number (if known)

101539768

Please provide the date you occupied the premises

2020-03-11

Is your business in the retail, leisure and hospitality sector?

Yes

BACs Details

Business Account Name

Fresh Bacon Co

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Contact Information

Submitter Full Name

Vince Driscoll

Submitted Date

07/04/2020

From: Vincent Driscoll - [REDACTED]
Sent: 19 March 2018 12:49
To: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Subject: Re: 50 Holton RdBarry

Hi David

Office 1 moved in around may2016
office 2 Mr [REDACTED] around june 2017
Office 5 Dec2017
Office 4 May 2016
Office 6 feb 2018

Basement They are a limited company and moved in dec 2016
regards
vince

From: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Sent: 16 March 2018 15:35
To: 'Vincent Driscoll'
Subject: RE: 50 Holton RdBarry

Thank you for your email,

I require further information as follows

50c LCMI are they a limited company or individual trading as, if an individual please provide their name.

Office 1	[REDACTED]	From what date
Office 2	[REDACTED]	From what date and full name please
Office 5	[REDACTED]	From what date
Office 4	[REDACTED]	From what date
Office 6	[REDACTED]	From what date

Basement 1st Line Taxis From what date and are they a ltd company or an individual trading as, if an individual please provide their name.

If any of these properties are on a lease or a licence to occupy please provide a copy of said lease or licence.

David Seal
Senior Revenues Assistant / Uwch Gynorthwyydd Incwm
Financial Services / Gwasanaethau Ariannol
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709317
mob / sym:
e-mail / e-bost: DGSeal@valeofglamorgan.gov.uk

From: Vincent Driscoll [REDACTED]
Sent: 16 March 2018 15:10
To: Non Domestic Rates
Subject: 50 Holton RdBarry

Dear David

The Basement at 50 holton rd is let to 1st line taxis.

The shop at 50c is let from 12th march 2018 to Lcmi on a 3 year lease.

The 2nd floor at 50 Holton rd is let as follows

Office 1 to Colin Jones Solicitors

Office 2 is let to Lcmi

Office 3 let ot Faisal

Office 5 is let to [REDACTED]

Office 4 To [REDACTED]

Office 6 to [REDACTED]

Finally as for 50 a holton rd i have not had the keys back so Sns are still liable for the premises.I will inform you when they do.

yours sincerely

Vince Driscoll

Welsh Governments Economic Resilience Fund and Non-Domestic Rate Grant Fund

Response too Head of Counter Fraud, Welsh Government - Mr Stephen Toolby

Firstly, may I give you an insight and history of the property, 50 Holton Road, Barry. The property is owned by Fresh Bacon Company Ltd, the directors are myself and Mrs Kimberley Driscoll, my wife.

50 Holton Road is made up of 50A, 50B, 50C and basement at 50, first floor 50 and second floor 50 Holton Road. Around two years ago I renamed the property Holton House, 50 Holton Road. 50 A, B C and the basement are retail units which are leased on a long-term basis, usually three years or longer. The tenants are asked to sign leases as a matter of course and wouldn't be given the keys until this paperwork is completed.

These leases are far more detailed than the licenses I use for the First and Second floor of 50 Holton Road, and I believe are legally binding.

The First and Second floor are run as a serviced office business. There are five offices on the first floor and six, plus a store room, on the second floor. Both floors have kitchens and male and female toilets.

Originally, I tried to lease each floor as a whole, but due to demand in the area, this was not successful. I then established individual offices on each of the floors. These are let on a monthly basis. We require a month's rent as deposit, then rent is paid in advance. Usually monthly and usually by standing order.

The rent includes water, heating, electricity, building insurance and upkeep of communal areas. Tenure is one month and notice can be given with one month's notice.

We have a laid-back approach to the letting of the offices (B1). Many tenants appreciate this approach and are happy that they do not have a tenuous lease. This approach has worked well in the past.

Several times over recent years, tenants have left with short notice. Usually pleasing both sides. Also, tenants know that as long as they are reliable with rent, they can remain in the office for however long they require, without any unexpected upkeep costs.

These license agreements seem to work well. I don't know if they carry any weight in law and I have never taken an office tenant to court. The leases for the retail units have been tested in court and I have successfully sued previous tenants. Although these court cases are small in number and have generally left me out of pocket, they have taught me that legally binding leases for the long-term tenures are essential.

Question 1- Lease & Tenancy Agreement

- ☐ The licenses contain a start date, but not an end date, as they roll over each month. There are no repair or maintenance costs, other than to the interior of their own office i.e. décor costs. They are usually all signed by myself, if I have someone with

me at the time, I will ask them to witness my signature. In most circumstances, this is a member of my family.

- ☐ If the tenant is not present at the time of my signature, I put the license in their postbox or under the door to their office and await for them to sign and return to me at their earliest convenience.
- ☐ This may sound vague, but as previously explained, I don't pay a lot of credence to their status in law and have no intention of establishing their status in law.
- ☐ We have been using these licenses for around six or seven years and we never thought they would be used for anything other than informing the tenant of their obligation.

Question 2 – Application in the name of Mr Harry Driscoll

- ☐ Harry Driscoll is my son. He began trading from 50 Holton Road in around May 2018. As a family member I did not expect him to pay rent, unless his business did exceptionally well.
- ☐ However, one of the understandings we had was; if a prospective tenant was interested in the office he was occupying, then he would be required to move to another vacant office. This occurred on several occasions.
- ☐ At the time of his application for the NDR Grant he was occupying Office 5, First Floor.
- ☐ I had no idea why, or if, the license was altered.
- ☐ I am assuming his website said 'Top Floor' (Second Floor) as this is where he began and he had not updated this after he moved to the First Floor.
- ☐ With regards to his application on 28th October 2020, my understanding is he thought the application was sent to him for funding for his new office premises (at the GoodSheds). When this mistake was brought to his attention, he returned the funding he received immediately.

Question 3 – Application in the name of Vincent Driscoll (myself)

- ☐ On 11th March 2018, LCMI took out a three year lease of 50C Holton Road. LCMI are a religious charity based in the North of England. They were represented locally by Mr Clive Bate. He persuaded LCMI to open a takeaway food outlet and he would operate the business, in order to raise funds for the charity.
- ☐ Mr Bate opened the shop for two days (at most), then had a dispute with LCMI and closed the business. LCMI continued to pay the rent for two years, on an empty shop. During this time, I tried to let the shop for them, but despite employing an estate agent, had no luck.
- ☐ My eldest son, Ben, then expressed an interest in this property and reopening it as a takeaway food outlet. He was in full time employment, but the industry was not showing positive prosperity. In late 2019, we decided to begin upgrading the property with the view to opening a family business, if we couldn't re-let the property.
- ☐ As it laid empty for several years, it was in dire need of upkeep. Mr Bate had left the property with food remaining in the fridge and freezers and as a result several of the electrical appliances needed replacing. Also, the flooring in the basement of 50C, and the kitchen flooring, needed replacing. The shop lighting was poor, a new gas supply had to be installed and the whole premises needed painting.

- ☐ We were not in a particular hurry, as LCMI continued to pay the rent.
- ☐ Around the beginning of March 2020, I received a letter from solicitors representing LCMI, to inform me they would soon begin to cease payment of rent. I decided not to contest this and as a family we decided to open the family business as previously mentioned. We decided that we would open the business around Easter, which would give my son time to submit his resignation to his employer and fulfil the notice period. However, the Covid19 pandemic then began and due to my son's previous health problems, he was advised to shield and work from home. This was a small blessing as around July we were approached by another individual who was interested in letting the unit. We then decided this would be the best way forward as we did not want to risk my son's health. Furthermore, there was little evidence of footfall in the area at that time and we were concerned that a business may not be sustainable.
- ☐ The photograph you refer to, which was taken by Vale of Glamorgan Council officers, probably shows the serve over fridge and counters out of position. This was to allow for walls and floors to be redecorated. However, most of the work was carried out in the basement of the unit.
- ☐ As for the lease, please refer to my opening statement.
- ☐ **I have attached evidence of the work that was undertaken (invoices). Labelled at exhibit 3.a, to 3k**
- ☐ I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant.

Question 4 – application in the name of Vincent Driscoll (myself)

- ☐ Office six is used by myself for the Serviced Office business, to interview prospective tenant and act as a show room of sorts. Providing it is not rented at the time to an alternative tenant.
- ☐ [REDACTED] was the tenant in Office six in March 2018, which is clear in an email I sent to the Vale Council at the time. After he left, his office was cleared out of his belongings and I returned to use it for the purpose previously mentioned.
- ☐ At the time of the NDR grant application, it acted as a show office for the Serviced Office business
- ☐ As for the reference to Office five as the registered office for the Fresh Bacon Company. This was the case when I initially moved into the offices some years ago and was the address I used to register bank accounts, utility bills and such likes. As you can imagine, I can move offices regularly, meeting the demands of prospective tenants, and it would be hugely complex and time consuming to re-register each time.

Question 5- application in the name of Vincent Driscoll (myself)

- ☐ The Fresh Bacon Company has three bank accounts, all with Lloyds Bank. This is a legacy from when the business was run as a bacon wholesaler and the rental side of the business at the same time.
- ☐ There was no specific office on the application form, because there was no 'drop down' box. You can see from my correspondence with the Vale Council, that I queried this on several occasions. Ms Collins, from the Vale Council, suggested I still submit the application and she would 'look at it'.

Question 6- application in the name of [REDACTED]

- ☐ Time Slave Recordings moved into Office Three, First Floor, on 1/06/2019. Mr [REDACTED] has always paid his rent with cash. Please see enclosed a copy of his payment record (Exhibit 6a)
- ☐ Mr [REDACTED] moved from Office Three to Office One, First Floor, on 13/08/2020. This would explain why his applications refer to different office numbers.

Question 7- application in the name of [REDACTED]

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.
- ☐ With regards to [REDACTED] application for Office 1 Top Floor and the tenancy agreement which pre-date the listed occupation date. This occurred as [REDACTED] paid a deposit for the office but did not move in until some-time after.
- ☐ Once again, the witness [REDACTED] was witnessing my signature and not that of [REDACTED]
- ☐ I am not sure who [REDACTED] is, I assume he/she is a member of [REDACTED] company who signed the agreement on his behalf.
- ☐ As for the application from JLA Rail Ltd, once again there is no room E top floor and I have no knowledge of this business ever being a tenant of 50 Holton Road.

Question 8- application in the name of [REDACTED]

- ☐ As previously stated, if the tenant was not available at the time, I would sign the license and post it under their door or post office for them to sign once they received it. Quite often this was a day or so later and would explain why this agreement had differing dates. [REDACTED], once again, witnesses my signature.
- ☐ I have no knowledge or understanding as to why the dates on the agreement would have been changed.
- ☐ K and T Emporium moved into 50 Holton Road in September 2019, not 2020.

Question 9- application in the name of [REDACTED]

- ☐ Complete Cleaning Services began renting an office 1/09/2019. Similar to K and T Emporium the license would have been posted under the door or post box, for the tenant to sign.
- ☐ It is clear from the bank statement (exhibit) that they began paying rent in September 2019.

Question 10- application in the name of [REDACTED]

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.

Question 11- application in the name of [REDACTED]

- ☐ Mr Richards has been a tenant of 50 Holton Road since 4/05/2016. On 20/03/2020 he occupied Office Two, Second Floor. On 1/05/2020 Mr Richards moved into Office Four, First Floor.

Conclusions

Please find enclosed bank statements (exhibit). these will show a regular pattern of payments from [REDACTED] and JLT Accountancy Services.

[REDACTED] began renting in May 2016. I can produce proof of payment dating back to this date, if required.

JLT Accountancy Services payments began 2/10/2018 at £433 per month. On 3/09/2019 justin paid £300 for the first months rent for Kand T Emporium and Complete Cleaning Services. This is when Complete Cleaning Services and K and T Emporium began their tenancies. [REDACTED] is the director of all three businesses and as a result paid for all three properties from one account, this was his preference. As he had agreed to pay by standing order for all rental agreements, I offered a discount.

On 3/9/2020, [REDACTED] business partner gave notice that all of his associated businesses would be leaving 50 Holton Road.

Yours Sincerely

Vince Driscoll



Your account statement
Statement sheet number: 67
Issue date: 30 April 2020
Page: 1 of 6

FRESH BACON CO LTD
OFFICE 5
2ND FLOOR
50 HOLTON ROAD
BARRY
GF63 4HE

Write to us at:
PO Box 1000
Andover
BX1 1LT

Call us on: 0345 072 5555 (from UK)
+44 1733 347338 (from Overseas)

visit us online www.lloydsbank.com

Your branch: PENARTH

Soft Code

Account number:

BIC: LOYDGB2453

IBAN: GB68 LOYD

BUSINESS ACCOUNT
FRESH BACON CO LTD

Account Summary

Balance On 31 March 2020

Total Paid In

Total Paid On

Balance On 27 April 2020

200.00

Account Activity

Date	Payment type	Details	Paid out (£)	Paid in (£)	Balance (£)
31 Mar 20		BALANCE BROUGHT FORWARD			
2 Apr 20	Direct Debit				
6 Apr 20	Faster Payment	VALE FOOT LTD SW RENT RP4659986446302600 201827 10 04APR20 06:29		100.00	
6 Apr 20	Direct Debit				
8 Apr 20	Payment				
17 Apr 20	Direct Debit				
17 Apr 20	Direct Debit				
22 Apr 20	Faster Payment	VALE FOOT LTD SW RENT RP4659987949276500 201827 10 22APR20 11:55		100.00	
27 Apr 20	Faster Payment				
27 Apr 20		BALANCE CARRIED FORWARD			

Messages

For our data privacy notice, please see: <http://www.lloydsbank.com/business/privacy.asp>

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MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT FARM SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE as follows :

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BACON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BACON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

~~58~~ LAND AT REAR OF 50 HOLTON RD
 50 HOLTON RD BARRY
 30 ROBERT ST BARRY
~~25~~ 45 RICHARD ST BARRY
 29 KINGSLAND CREY

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

NIL

<p>(b) public authority or body exercising functions of a public nature</p> <p>DINAS POWYS COMMUNITY COUNCIL</p>
<p>(c) company, industrial and provident society, charity or body directed to charitable purposes</p> <p>NIL</p>
<p>(d) body whose principal purposes includes the influence of public opinion or policy</p> <p>WELSH CONSERVATIVE PARTY</p>
<p>(e) Trade Union or professional association</p> <p>NIL</p>
<p>(f) private club, society or association operating within the Authority area.</p> <p>DINAS POWYS BY-PASS STEERING GROUP</p>

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. Driscoll

Date 01.06.17

RECEIVED

Monitoring Officer D. Marles

Date 01.06.17

From: Beavis, Shelley A
Sent: Wed, 4 May 2022 09:13:31 +0000
To: Beavis, Shelley A
Subject: Land Reg documents
Attachments: Official Copy (Title Plan) - WA558100 (3 Lombard Street).pdf, Official Copy (Register) - WA558100 (3 Lombard Street).pdf, Official Copy (Register) - WA168323 (29 Kingsland Crescent).pdf, Official Copy (Title Plan) - WA168323 (29 Kingsland Crescent).pdf, Official Copy (Title Plan) - WA80904 (26 Kingsland Crescent).pdf, Official Copy (Register) - WA80904 (26 Kingsland Crescent).pdf, Official Copy (Title Plan) - CYM367305 (5 Biglis House - leasehold).pdf, Official Copy (Register) - CYM367305 (5 Biglis House - leasehold).pdf, Official Copy (Register) - CYM116171 (Unit 5, Channel Centre).pdf, Official Copy (Transfer) 13.12.2002 - CYM367305 (5 Biglis House).pdf

Land Registry documents attached relating to the below properties:

- ☐ Unit 5, Biglis House, Ty Verlon Estate, Cardiff Road Barry – both Register and Title Plan attached
- ☐ 26 Kingsland Crescent Barry – both Register and Title Plan attached
- ☐ 29 Kingsland Crescent Barry – both Register and Title Plan attached
- ☐ 3 Lombard Street Barry – both Register and Title Plan attached
- ☐ Transfer CYM367305 dated 13 Dec 2002

Kingsland Crescent and Lombard Street are freehold, there's no leasehold interest. Also, you'll note that the property under CYM116171 is referred to as Channel Centre, not Biglis House.

Declaration of Acceptance of Office Datganiad Derbyn Swydd

I, VINCENT PETER DRISCOLL having been elected to the office of Member of the Vale of Glamorgan Council declare that I take that office upon myself, and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability.

Yr wyf i a minnau wedi fy ethol i swydd Aelod o Gyngor Bro Morgannwg, yn datgan fy mod yn cymryd arnaf fy hun y swydd honno, ac y byddaf yn cyflawni dyletswyddau'r swydd yn briodol ac yn ffyddlon hyd eithaf fy marn a'm gallu.

I undertake to observe the Code for the time being as to the conduct which is expected of Members of the Vale of Glamorgan Council and which may be revised from time to time.

Yr wyf yn ymrwymo i barchu'r Cod ymddygiad a ddisgwyllir oddi wrth aelodau o Gyngor Bro Morgannwg ac sy'n bodoli am y tro ac a allai gael ei adolygu o dro i dro.

Signed / Llofnodwyd : 

..... Date / Dyddiad : 9 - May 2017

This declaration was made and signed before me,
Cafodd y datganiad hwn ei wneud a'i lofnodi ger fy mron,

Signed / Llofnodwyd :
Proper Officer of the Council
Swyddog Priodol y Cyngor



All Members Induction Seminar

Code of Conduct and Governance Arrangements

Debbie Marles
Head of Legal Services (and Monitoring Officer)
May 2017

Code of Conduct : Ethics and Standards

Ethical Governance

Effective local government requires high standards of conduct to ensure that there is public confidence in everything we do. This workshop will help you understand those standards, how to apply them and the potential consequences if you don't.

Consequences for Councillors...

- "The committee found that [the] councillor had breached the code of conduct and that he should be suspended for a calendar month"
- "[The Councillor] had failed to show respect and consideration for others... the Committee agreed that they would publish the Committee's findings ...and recommend to Council that the Member be issued with a formal censure"
- "Councillor breaches code of conduct for threatening behaviour...towards employee"

Your Responsibilities

You have a legal duty to act ethically. This is set out in the Local Government Act 2000.

The Local Authorities (Model Code of Conduct) (Wales) Order 2008 requires a mandatory code of conduct in each authority based on a national model

The Ethical Framework

The Nolan Committee in 1997 - origins of the ethical framework for Standards in Public Life

As a Member you must have regard to these principles :

Selflessness

Honesty

Integrity and Propriety

Duty to uphold the law

Stewardship

Objectivity in Decision making

Equality and respect

Openness

Accountability

Leadership

Code of Conduct

- Shows you how to apply the ethical framework
- Unless you sign your Declaration of Acceptance and give a written undertaking to observe the Code of Conduct you cannot be a member
- If you fail to undertake or observe you can be suspended from office
- Members of principal Councils, Town and Community Councils and Fire and Rescue Authorities

The Code Applies to You Whenever You Are ...

- In any "official" meeting of the authority
- In any meeting where members or officers of the authority are present
- Acting, claiming to act or giving the impression you are acting as a representative of the authority
- Conducting business of the authority as a member and acting as a representative of the authority
- Acting in an official capacity
- Acting as a representative on another body unless that body has conflicting legal rules or its own code.

And Also...

At any time if :

- You conduct yourself in a manner likely to bring your office or authority into disrepute or
- You use or attempt to use your position to gain advantage or avoid disadvantage for yourself or others or
- You misuse your authority's resources

General Rules you Need to Follow Under the Code

- Promote equality
- Treat others with respect and consideration
- Do not bully or harass people
- Do not compromise the impartiality of officers
- Do not disclose confidential information
- Do not prevent access to information

General Rules you Need to Follow Under the Code

- Do not bring your office or authority into disrepute
- You must report breaches of the code to your Monitoring Officer
- Report conduct believed or likely to involve criminal behaviour
- Do not make vexatious complaints
- You must cooperate with investigations
- You must not use your position improperly
- Do not misuse your authority's resources

General Rules you Need to Follow Under the Code

- Reach decisions objectively
- Consider advice that officers give you and give reasons if you don't take it
- Comply with the law and your authority's rules regarding expenses
- Do not accept any gifts or hospitality that would place you under an obligation or seem to do so.

Interests

The public must have confidence that you are making decisions in their best interests not yours!

Therefore, if you have an interest you must declare it.

Personal Interests

You have a personal interest when a decision relates to or is likely to affect:

- Your job or business
- Your employer or company in which you are a partner or director
- Someone who has contributed to your election costs or member expenses
- Any company where you have shares over £25K or more than 1% of the total share value which has premises or land in your area

- Any contract that your authority makes with a company in which you are a partner, paid director or hold shares
- Any land in which you have an interest in your authority's area
- Any land let by your authority to a firm in which you are a partner, paid director or hold shares
- Any land in your authority's area which you have a licence to occupy for at least 28 days

- Any body to which you have been elected appointed or nominated by your authority
- Any public authority or body exercising functions of a public nature, charity, public opinion or policy, trade union or professional association, private club or society in your authority's area of which you are a member or in a management position

Also.....

You have a personal interest when a decision might reasonably be regarded as affecting the wellbeing or financial interests:

- of the member or,
- a person with whom the member lives or has a close personal association, or
- the employment or business interest of such persons, or company
- Any corporate body in which hold securities exceeding value of £5,000 or
- other bodies of which such persons hold a position of general control or management

But only if.....

To a greater extent than

- the majority of other Council tax payers
- rate payers or
- inhabitants of the members ward

Who is 'a Close Personal Associate'

Not just your best friend but your worst enemy....

- Close friends
- Colleagues with whom you have strong connections
- Business associates
- Close relatives
- Or someone with whom you have been in dispute
- But not casual acquaintances, distant relatives or people who you come into contact with through your work.

What Do You Do If You Have a Personal Interest ?

- You must declare it verbally at meetings
- You must declare it when making written or verbal representations outside of a meeting
- You must complete a declaration of interests form
- BUT you are entitled to take part in discussions and vote unless it is a prejudicial interest

Prejudicial Interests

Are personal interests which a member of the public would regard as likely to influence your opinion or your ability to be objective for example:

- If your daughter lives next to a proposed site for a new housing development
- If your son attends a local school which is due for closure

What Do You Do if You Have a Prejudicial Interest?

You must leave the meeting during the discussion

You must not exercise delegated powers

You must not seek to influence the decision

You must not make written or verbal representations

UNLESS

The Standards Committee has granted you a dispensation

The public have a right to speak in which case you have the same right to speak (but you must leave after you have spoken) or you can provide written representations to the meeting

You have been called before a scrutiny committee

Predisposition and Predetermination

Predisposition – having an opinion on something but you have not yet made up your mind

Predetermination – having decided a position on something where no argument will change your mind

If you are involved in a decision you should avoid giving the impression that you have conclusively decided how you will vote at the meeting.

“I have a view on the subject but want to listen to all the arguments before I make up my mind”

Bias

- Bias – Members need to remember that apparent bias can infect the whole decision and make it vulnerable to challenge as is highlighted by a recent case in the High court:- Kelton v Wiltshire
- Planning permission for a residential development was quashed due to the apparent bias of a member of the planning committee

How the Code is Policed

- The Monitoring Officer
- The Standards Committee
- The Public Services Ombudsman for Wales
- The Adjudication panel for Wales

What Happens if you Breach the Code?

- Complaints are made to the Ombudsman
- If he believes them to be justified he refers them to the authority's standard's committee or to a tribunal convened by the Adjudication Panel for Wales
- If they find the complaint proven they can impose a range of sanctions from no action through suspension to disqualification for 5 years
- Even if you are suspended you are still subject to the Code!
- Remember also any local resolution procedures

Additional Local Arrangements...

- Local Dispute Resolution Procedure and
- Protocol – Standard of Conduct expected by members

Where to Find Further Information

- If in doubt ask the Monitoring Officer
- Guidance from the Public Service Ombudsman for Wales <http://www.ombudsman-wales.org.uk/>

Any questions?

Code of Conduct Exercise

Governance Arrangements

Member Roles and Responsibilities

- Various sessions coming up (e.g.)
 - Cabinet and Scrutiny
 - Quasi-Judicial Roles – Planning and Licensing Committees
 - Data Protection / Equalities / Safeguarding / Corporate Parenting
- Full details already circulated

Council Constitution

- Section 3 – “Getting Information and Getting Involved” – advice for Members and the public
- Sections 4 – 10 – sets out roles of and procedural rules for Council’s bodies – Full Council / Cabinet / Scrutiny Committees / other Committees
- Section 11 - Officers

Council Constitution

- Section 13 – “Responsibility for Functions”
- Sections 14 – 16 – “Rules”
 - Access to Information
 - Budget / Financial / Contracts
- Section 18 and 20 – Codes of Conduct (for Members and Officers)
- Section 19 – Guides to Public Speaking

Council Constitution

- Section 21 – Member / Officer Relations
- Section 22 – Corporate Governance
- Section 23 – “Whistleblowing” Code
- Section 24 – Member Role Descriptions
- Section 25 – Officer Delegations
- Section 26 – Members’ Allowances Scheme

Some Useful Links

- Council Website
- <http://www.valeofglamorgan.gov.uk/en/index.aspx>
- Membernet
- <http://staffnet.valeofglamorgan.gov.uk/MemberNet/MemberNet.aspx>
- WLGA
- <http://www.wlga.gov.uk/>
- E-Learning
- <https://learning.wales.nhs.uk/login/index.php#section-2>

Thank you

From: Bowen, Karen
Sent: Tue, 3 May 2022 11:57:46 +0000
To: Beavis, Shelley A
Subject: Training dates

Hi Shelley

See below its shows all events attended during the 2017 induction Ethics and Standards on 16th May 2017.

Thanks

2017-2018 MEMBER BRIEFINGS AND TRAINING

COUNCILLOR V. DRISCOLL

DATE	BRIEFING/TRAINING SESSION
09.05.17	Market Place Event
16.05.17	Ethics and Standards
22.05.17	Introduction to Cabinet and Scrutiny
02.06.17	Planning
20.06.17	Introduction to Scrutiny Committees
21.06.17	Information Governance and Data Protection
28.06.17	Local Development Plan Briefing
29.06.17	General Charing Skills
12.07.17	Introduction to Finance
26.07.17	Introduction to Audit Committee
05.09.17	Questioning Skills
13.09.17	Equalities and Welsh Language
27.09.17	Customer Relations Orientation
03.10.17	Corporate Parenting and Safeguarding
05.12.17	Treasury Management
23.01.18	Corporate Risk Management Workshop
20.04.18	WLGA - How Was It For You

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, on by a duly authorized officer under seal, on this 27th day of January, 2020

✓
[Redacted]
(Witness) Sign / Date: 27th January 2020
✓
[Redacted]
Print
Address: 14 DUNDEEN ST
BARRY

✓
[Redacted]
(Landlord)
Date: 27th January 2020

✓
[Redacted]
(Witness) Sign / Date: 27th January 2020
✓
[Redacted]
Print
Address: 14 DUNDEEN ST
BARRY

✓
[Redacted]
Signed for and in behalf of
Vale Foods 2018 Ltd (Tenant) by
N Tucker Date: 27th January 2020

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

INTELLIGENCE

Fax: _____
(the "Landlord")

OF THE FIRST PART

-AND-

Vale Foods 2018 Ltd of Unit 5, Biggles House, Ty Verbou Ind Est, Barry CF62 2BE
Telephone: 01446 700909 Fax:

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

"Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

"Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Bury CF63 2BE, from time to time altered, expanded or reduced by the Landlord in its sole discretion;

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD Â CHOPI SWYDDOGOL O FEWN YSTYR ADUAN 67 O DDEDDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

- 3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.
- 4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.

NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.

- 5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.
- 6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 24 August 2007
Term : 15 Years from 24 August 2007
Parties : (1) Kimberley Suzanne Driscoll
(2) The Fresh Bacon Company
- 7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December 2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2) Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

50c Holton Road
Barry
CF63 4HE

Fresh Bacon Co Ltd (Baguette Shop)

NNDR Business Rates

On 07/04/20, Councillor Vincent Driscoll submitted a NNDR Coronavirus Business Grant Application, reference number: 75A292D07042020. If successful, this grant application would have resulted in a £10,000 grant payment.

The application was for a Baguette Shop at the 50c Holton Road location. At the time of the application, the NNDR Team who were administering the grant payments, were unaware that Fresh Bacon Co Ltd (Baguette Shop) were occupants of the location. It was believed that Life Changing Ministries International (LCMI) were the occupants of the premises at this time.

On 24/04/20, Councillor Driscoll contacted a member of the NNDR Team via his Councillor Vale of Glamorgan email address, to check the progress of his application at this point, Councillor Driscoll advises he took over occupation of the property after the previous tenants LCMI defaulted, 10/03/20.

Based on the information provided by Councillor Driscoll, Fresh Bacon Co Ltd now became liable for the empty property rates payable at 50c Holton Road from the date of 11/03/20, when Councillor Driscoll stated he had taken possession of the property, as per Section 45 of the Local Government Finance Act.

The Baguette Shop business in which the grant application was made, was never opened to the public and never traded, and as such, never became liable for NNDR.

The annual rateable value for 50c Holton Road is £7300, the gross rate taking into account small business reduction, £3905.50.

For the period 11/03/20 – 01/09/20, Councillor Driscoll (Fresh Bacon Co Ltd) was billed for £1857.42 for empty property rates.

50c Holton Road was leased to another company (Basha Baguette), 01/09/20.

Fresh Bacon Co Ltd is a registered company in which Councillor Vincent Driscoll and his spouse are the only directors. Along with 50c Holton Road, there are a further fourteen rental units at the 50 Holton Road location, with Fresh Bacon Co Ltd being the landlord and owner of the property. These units are rented out by Fresh Bacon Co Ltd to a cross section of businesses, with the tenants having overall responsibility for any associated NNDR payments.

Fresh Bacon Co Ltd would be responsible for empty property payments if any units remained empty, as per Section 45 of the Local Government Finance Act.

VD Responses – 21/04/2022

Present:

Vincent Driscoll - Councillor

Debbie Marles - Head of Legal and Democratic Services

David Phillips - Investigation Officer

Points to Prove: Members Code of Conduct – Register of Members Interests

On 1st June 2017 you completed your Register of Members Interests and advised you were resident at Sunnycroft Farm, Sunnycroft Lane, Dinas Powys.

Section 1: Financial Interests

- (a) You listed Property Rental as a business you carried out
- (b) You listed Fresh Bacon Co Ltd, for remuneration/director purposes
- (d) You listed Fresh Bacon Co Ltd, as a company where you had a beneficial interest exceeding £25,000
- (f) You provided the following properties in which have a beneficial interest:

- ☐ Land at rear of 50 Holton Road, Barry
- ☐ 50 Holton Road, Barry
- ☐ 30 Roberts Street, Barry
- ☐ 45 Richards Street, Barry
- ☐ 29 Kingsland Crescent, Barry

DM: Why is there no reference to Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?

Fresh Bacon Co Ltd is a joint owner of this property

VD: I have no liability for Unit 5, it shouldn't be included on my Register of Interests, the property belongs to my wife. The unit was let out to Vale Foods in 2010, or thereabouts. If I have anything to do with it, I am only helping my wife.

If payments were going into the Fresh Bacon Company accounts, you should have a record of the payments then going to my Wife's account.

DM: It was my understanding that your Wife and Fresh Bacon Company had a Parent / Head Lease of Unit 5 and that they granted a sub-lease(s) to a third party (s).

VD: Will provide DM with a copy of the lease.

DM: Why is there no reference to 26 Kingsland Crescent, Barry?

Academy lists the owner of the above property as VPD, Fresh Bacon Co, Office 5, 2nd floor, 50 Holton Road, Barry. There is a charge listed for this property on the Companies House register for Fresh Bacon Co Ltd.

VD: *I am not sure whether it is number 26 or 29 Kingsland Crescent, however, I only have one property in Kingsland Crescent. I'll check the Land Registry entry and clarify / change my Register of Interest if I've got the wrong number on the Register.*

DM: *Why is there no reference to 3 Lombard Street, Barry?*

Fresh Bacon Co Ltd currently in receipt of £480 four weekly HB payment for this property. All landlord mail forwarded to VDP @ 50 Holton Road

VD: *This is my Wife's house and isn't for listing on my Register of Interests. I will provide a copy of the Land Registry document.*

Although in my Wife's name, payments are made to Fresh Bacon Company and then on to my Wife's account.

DP: *While I accept payments are made to your wife, you are listed as landlord, Fresh Bacon Company Ltd is on the council's systems and all mail is address to you at Office 5, 2nd Floor, 50 Holton Road, why have you never informed the council you are not the landlord?*

VD: *My wife is also a director at Fresh Bacon Co Ltd. I am only helping her out, I do not make a financial gain.*

DM: *You were a director at Prince Resourcing Group Ltd, 1st March 2019 to 1st July 2019 why didn't you record this on your Register of Members' Interests?*

VD: *I was helping my son out he needed another director. I don't know nothing anything about recruitment. I can't remember how long I was a director for, a couple of months. I will make a change to my Register of Interests.*

DM: *What other business interests do you currently have?*

VD: *None*

Points to Prove: Members Code of Conduct

50c Holton Road – NNDR Grant Application

VPD submitted a NNDR Coronavirus Business Grant application via email, 7th April 2020. The application stated the property had been in occupation since, 11th March 2020, and the application was made in the business name 'Baguette Shop'.

In the trading information section of the application, VPD stated he was trading as a limited company and supplied the following number, 3085852. This number relates to Fresh Bacon Co Ltd.

You applied for NNDR Grant of £10,000, stating a business name Baguette Shop,

DM: *When did you advise the Revenues Team that the Baguette Shop had become liable for business rates at 50c Holton Road?*

VD: *I don't know the date, but I definitely did, I got a massive rates demand as a result.*

DM: When did you advise the Revenues Team that Life Changing Ministries were no longer liable for business rate at 50c Holton Road?

VD: Can't remember, but I know I did, I will have to find the email

DM: When should you as landlord advised the Revenues Team that the property was now empty?

VD: It is not usually my responsibility; new tenants should normally notify the NNDR Team.

DM: Had the Baguette Shop ever traded or been liable for business rates prior to your grant application?

VD: No, we never traded. I explained this to Welsh Govt, they were satisfied. The previous occupants hadn't traded for about 18 months, 2 years, there was still stuff in the fridges. My son had expressed an interest in opening it back up, so we started cleaning it up for him to go into business. Then covid struck hard and my son had to isolate for 3-months. After that, we were lucky enough to let it out to someone else.

DM: In the business rates section you advised the premises was not occupied, yet you supplied a business number (101539768), where did you get this number from?

VD: I don't know, it's not a separate company number, possibly a business rates number. maybe you could cross reference that. I got it from somewhere

This number had previously been assigned to Fresh Bacon Co Ltd in 2018, when they were liable for business rates at the property. (DP)

DM: On 24th April 2020 you sent two emails to Lauren Collins (Revenues Team) from your Vale of Glamorgan Councillor email address, enquiring about your 50c Holton Road grant application, why would you use your Vale of Glamorgan Councillor email address for non-council business?

VD: Not sure why, there was no intention to influence or intimidate there was no reason it was a mistake.

Office 6, Second Floor, 50 Holton Road

VPD submitted a NNDR Coronavirus Business Grant application for this location on 26th June 2020. The application stated the property had been in occupation since 1st April 2017, but this information totally contradicts information previously supplied by VPD to the NNDR Business Grants team.

DM: On your application form, you stated that you had been in occupation of this office since 1st April 2017, Is that correct?

VD: No, I would have been in there many times over the period. We chop and change offices dependant on tenant requirements, moving around on an ad-hoc basis.

DM: When you were not in occupancy, did you advise the NNDR Team you were no longer in occupancy?

VD: No, I wouldn't advise the NNDR Team

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, is that correct?

VD: Yes, he did go in there, but I can't recall date.

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, from 6th February 2018, is that correct?

VD: Yes, I emailed David Seel, I can search my email and provide better evidence. I would have submitted update rather than Bradley Albertides to NNDR team. He left before the grant.

DM: Was the information on you grant application, correct?

VD: Accurate for part.

DM: When did Bradley Albertides vacate Office 6, Second Floor?

VD: I can't remember, it will be in my records

DM: When did you notify the Non-Domestic Rates Team stating that Bradley Albertides was no longer in occupation of Office 6, Second Floor?

VD: Never have, David Seel messed it up in 2017 or 2018, Bradley Albertides was receiving NNDR claims for the whole of the second floor as one unit, despite me emailing David Seel that there were six separate units. Bradley Albertides left about two years before the grants.

Office 5, Second Floor, 50 Holton Road

Kimberley Driscoll (spouse) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stated the property had been in occupation since 25^h June 2018. You had counter signed this document as landlord.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, is that correct?

VD: Yes

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, from December 2017, is that correct?

VD: I can't remember the dates

DM: When did Natalie Braithwaite vacate Office 5, Second Floor?

VD: Can't remember off hand

DM: When did you notify the Non-Domestic Rates Team stating that Natalie Braithwaite was no longer in occupation of Office 5, Second Floor?

VD: I can't remember, I am pretty certain KSD was registered for rates prior to Natalie.

DM: You and Fresh Bacon Co Ltd are registered at Office 5, Second Floor, 50 Holton Road for mail and banking purposes, how was this?

VD: Mail is never an issue, it is all delivered downstairs, it always ends up with me. As we are in and out of offices all the time, I haven't got time to change my mailing and bank details every time I move office

DP: If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?

VD: No, I don't inform of empty offices, I don't keep good records

Office 4, Second Floor, 50 Holton Road

Complete Cleaning submitted a NNDR Coronavirus Business Grant application for this location on 31st March 2020. The application was supported by a property licence stating the property had been in occupation since 2nd September 2019. You had counter signed this document as landlord, 1st September 2019.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, is that correct?

VD: Yes. Gwyn Roberts is actually Gwyn Richards, I got mixed up. I have got properties in Roberts Street and Richards Street and that's how I mixed the name up, it is Gwyn Richards not Roberts

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, from May 2016, is that correct?

VD: Yes

DM: When did Gwyn Richards vacate Office 4, Second Floor?

VD: Not sure, he moved around a couple of times, he left the building recently after going down to floor one. He was treated badly due to David Seel's error, and I tried to help him with his grant claim, he was poorly treated

DM: When should you have notified the Non-Domestic Rates Team that Complete Cleaning had taken over occupation of Office 4, Second Floor?

VD: Nothing to do with me, that's up to Complete Cleaning, that's their responsibility

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Complete Cleaning were unsuccessful with their grant application.

Q: If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?

VD: No, I don't inform of empty offices, I don't keep good records

DM: You'll appreciate that it was your obligation to tell the Council that the office had been vacated

VD: Rarely have an empty office. I don't tell the Council when the offices are empty. I don't keep good records – they are ad-hoc

Office 3, Second Floor, 50 Holton Road

K & T Emporium submitted a NNDR Coronavirus Business Grant application for this location on 27th May 2020. The application was supported by a property licence stating the property had been in occupation since 1st September 2019. You had counter signed this document as landlord, 1st September 2019.

VD: They were part of the JLT set-up, Justin Todd, they eventually took over most of the top floor, they kept expanding

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Faisal was in occupation of Office 3, Second Floor, is that correct?

VD: Yes

DM: When did Office 3, Second Floor become vacant?

VD: It was close to the date, before JLT occupied. Faisal was a taxi-driver, but he was sleeping here, you could hear him snoring from the other offices.

DM: When did you notify the Non-Domestic Rates Team stating that Mr Faisal was no longer in occupation of Office 3, Second Floor?

VD: Can't remember, I wouldn't do it on a regular basis.

DM: When should you have notified the Non-Domestic Rates Team that K & T Emporium had taken over occupation of Office 3, Second Floor?

VD: I'd be responsible, only Bradley Albertides also used this office, I can't remember the dates

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, K & T Emporium were unsuccessful with their grant application.

VD: I'm not very good with admin, JLT should have registered their tenancy

Office 2, Second Floor, 50 Holton Road

Apprise Consultancy (Gwyn Richards) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stating the property had been in occupation since 4th May 2016. You had counter signed this document as landlord, 4th May 2016.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that LCMI was in occupation of Office 2, Second Floor, is that correct?

VD: Yes, they were on the second floor, I can't remember, can't recall dates and times, I don't keep very stringent records of each move. LCMI stands for Life Changing Ministry

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Mr Faisal was in occupation of Office 2, Second Floor, from around June 2017, is that correct?

VD: That was David Seel's fault, I emailed a list of who was in and where. I remember an email response when he had confused the offices. LCMI were in office 2. Most units are only charged at £20 per week, I keep a paper trail and all income is declared to HMRC. I found this when investigated by Welsh Government. Paperwork didn't worry me. Look at David Seel's email. He asked in 2016/2017 for the occupants. He could have clarified

DM: When did you notify the Non-Domestic Rates Team stating that LCMI/Mr Faisal was no longer in occupation of Office 2, Second Floor?

VD: LCMI have had a few offices, some at the same time, they also had an office on the 1st floor and the Baguette shop, I probably wouldn't have notified NNDR

DM: When should you have notified the Non-Domestic Rates Team that Gwyn Richards had taken over occupation of Office 2, Second Floor?

VD: I probably didn't, Gwyn Richards moved around and left the office for about a month

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Apprise Consulting were unsuccessful with their grant application.

VD: LCMI have had 3 different offices, I can't remember when I emailed Lauren, I would probably have used my Hotmail email address. Gwyn Richards was in the building on 20 March 2020. I tried to help him with the grant. I emailed Lauren. I was disappointed. I possibly used my Councillor email address and if I did it wasn't deliberate

Office 1, Second Floor, 50 Holton Road

JLT Accountancy submitted a NNDR Coronavirus Business Grant application for this location on 26th June 2020. The application was supported by a property licence stating the property had been in occupation since 8th August 2018. You had pre-signed this document as landlord, 3rd August 2018.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Colin Jones Solicitors was in occupation of Office 1, Second Floor, is that correct?

VD: Yes

DM: When did Colin Jones Solicitors vacate Office 1, Second Floor?

VD: Can't remember, can't recall of the top of my head, it was not empty for long

DM: When should you have notified the Non-Domestic Rates Team that JLT Accountancy had taken over occupation of Office 2, Second Floor?

VD: Not my problem, JLT should have notified, as far as I am aware the tenants should have. Eventually JLT took over the whole floor

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, JLT Accountancy were unsuccessful with their grant application.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry. The owner email is recorded as vince.d@hotmail.co.uk. The land registry shows Fresh Bacon Co Ltd and K Driscoll as joint lease owners.

On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the Non-Domestic Rates Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (**Vale Foods**) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that **Vale Foods** were still resident at the location.

On 8th April 2020, you used your Vale of Glamorgan Council email address to contact an Operations Manager (OM) who was assisting with the business grant payments at the time. You stated you were concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. You requested that a member of the team phone you on your mobile number and all correspondence be forwarded to your spouse (KD) at their home address.

VD: This is my wife's property

DP: The Council's business rates system lists Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry, as the owner of this property. The owner email is recorded as vince.d@hotmail.co.uk. We also have a copy of your Fresh Bacon bank statement that you produced to support a grant application, showing rent payment from Vale Foods

VD: I am only helping out, this is done for convenience, I transfer any payments received into my wife's account

DP: But Vale Foods are paying you at Fresh Bacon, they believe you are the landlord

VD: I can see that, but I am only helping out

DM: Why did you get involved in this matter?

VD: I was telling the council something I believed they needed to know

DM: Why did you use your Vale of Glamorgan Council email account to conduct this enquiry?

VD: I didn't realise I had

You sent a further email from your Vale of Glamorgan Council email address to the Operations Manager, 8^h April 2020, advising that Vale Foods ended their tenancy 11th October 2019, stating we then let the property to Avondale 2019, who left by mutual agreement on 17th March. Further adding, we then started to tidy the place up so we could start a new business

VD: He didn't leave for a long time. Reference to "we" is to myself and Wife and we were looking for new tenants. The floor was ruined. March 2020, Vale Foods 2018 Limited was not trading but still occupying. They were supposed to pay rent, the premises got flooded

DM: Why did you again use your Vale of Glamorgan Council email account to conduct this enquiry?

VD: I wasn't doing it for a particular reason

DM: Who is currently in occupation of Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?

VD: Reggie's Pride, for about the last 18 months I think

DM: When did they re-occupy the unit?

VD: I think Vale Foods occupied the unit in about 2010, they would have signed a lease confirming this

DM: When did you agree a new lease with Vale Foods?

DP: We have a copy of a new lease you signed with Vale Foods 2018 Ltd, dated 28th January 2020.

VD: Avondale and Vale Foods are the same owners, they got flooded in December 2019 or January, February 2020, I can't remember. There was some sort of flood insurance claim going-on. They never vacated

DM: Why did you advise the Operations Manager that Avondale 2019, left by mutual agreement on 17th March, when you had already signed a lease with Vale Foods 2018 Ltd, dated 28th January 2020?

VD: We went in to clean up the building, the floor was ruined, there was still machinery there, it was never vacated. The new lease was signed because Vale Foods needed to prove they had set up a new company. They had a £32k electricity bill or something and needed to prove they were a new company, it worked. The owner, Mr Tucker, is a nightmare, it is like trying to deal with a barrel of mice.

DP: Vale Foods 2018 Ltd were denied a £25,000 NNDR Coronavirus Business Grant based on the fact that you as landlord and using your Vale of Glamorgan Council email account had advised an Operations Manager that you were now in possession of the unit from March 17th, 2020. You advised that Vale Foods had vacated, yet we have a Fresh Bacon bank statement for April 2020 showing they were still paying you rent

VD: In August 2019 they paid no rent. In April 2020 I received some rent, they were in arrears because they owed 6 months' rent in arrears. They still owe me rent, they were nothing but trouble, paying me in dribs and drabs I'll get the information over, I've learned a lesson on admin. With regards to the Council email address, there was no intention to bully staff, most of my emails were from my private email address.



Confidential

Internal Audit Report

Authority	Vale of Glamorgan Council
Directorate	Managing Director & Resources
Audit Title	Potential Councillor Conduct Issues - VPD
Audit	2021/22

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Report Distributed To:	Debbie Marles – Monitoring Officer/Head of Legal and Democratic Services Carys Lord – Head of Finance / Section 151 Officer	
Report Produced & Issued By:	David Phillips – Investigation Officer (IO) Joan Davies – Audit Manager	
Report Date	Draft: 11 th October 2021	Final: 6 th December 2021

1. Introduction

- 1.1. On 19th August 2020, at the request of the Head of the Regional Internal Audit Service, the Investigation Officer (IO) was requested to review the National Non-Domestic Rate (NNDR) Coronavirus Business Grant applications received from business units related to 50 Holton Road, Barry, CF63 4HE.
- 1.2. The NNDR & Control Team had previously completed a review of business premises associated with 50 Holton Road, following a late influx of Coronavirus Business Grant applications and raised several concerns.
- 1.3. In total, there had been 13 separate NNDR business grant applications relating to units within the 50 Holton Road address.

2. Background

- 2.1. Whilst conducting due diligence checks, the NNDR & Control Team had become suspicious of the number of applications being received from the 50 Holton Road address, as many of the applicants had not previously registered for business rates at the property. From the information received there appears to be 15 separate business premises at this address, located at basement level, ground floor, first floor and second floor.
- 2.2. The landlord at this property is Vincent Peter Driscoll (VPD), a serving Councillor for the Vale of Glamorgan. All lettings at this property are authorised by VPD and made in the name of Fresh Bacon Co Ltd which is a company owned by VPD and his spouse Kimberley Driscoll (KD).
- 2.3. Of the 13 Coronavirus Business Grant applications submitted from 50 Holton Road, 6 were eventually paid and 7 applications were rejected. These were subsequently reported to the Welsh Government Fraud Office (WGFO) for further investigation and included two applications made by VPD and one application made by his wife KD.
- 2.4. The rejected claims are detailed in Table 1 below:

Table 1 – Rejected Business Grant Claims – 50 Holton Road

Company	Location	Tenant
Fresh Bacon Co Ltd	50c	VPD
JLT Accountancy Ltd	Office 1, 2 nd Floor	JT
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR
K&T Emporium	Office 3, 2 nd Floor	JTh
Complete Cleaning Company	Office 4, 2 nd Floor	JK
KSD Properties / Mad Properties	Office 5, 2 nd Floor	KD
Fresh Bacon Company Ltd	Office 6, 2 nd Floor	VPD

- 2.5. The main concern with the applications was that the lease agreements associated with these had irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. In addition, the information provided within the applications conflicted with previous information provided to the NNDR & Control Team by VPD in respect of the occupancy of the units within 50 Holton Road.
- 2.6. The NNDR & Control Team also highlighted concern over conflicting information being provided to them by VPD in respect of Unit 5 Biglis House, Ty Verlon Industrial Estate, Barry where KD and Fresh Bacon Co Ltd are the leaseholders of the property.
- 2.7. Consequently, the Council's IO was asked to examine the information and liaise with the Welsh Government Fraud Office (WGFO). The WGFO did review the information and contacted VPD for additional information but concluded that no further action was to be taken in respect of the Coronavirus Business Grant applications for 50 Holton Road.
- 2.8. However, as VPD is a serving Councillor it was felt that his conduct should be examined further and considered alongside the Members' Code of Conduct.

3. Findings

- 3.1. The IO reviewed Councillor VPD's Register of Members' Interests submitted in June 2017, no amendments have been provided since that date. A copy of the document is at **Appendix A**. Within the Financial Interests section, VPD listed that he was in the property rental business and his company is Fresh Bacon Company Ltd. VPD also lists 4 properties where he has an interest including 50 Holton Road.
- 3.2. To verify the information provided and to ensure there had been no omissions the IO checked the Beta Companies House records as well as examining all the other available evidence.

Fresh Bacon Company Ltd

- 3.3 The company, identified via Companies House, is active and VPD and KD are listed as directors. VPD has declared his interest in this company on his Register of Business Interest as illustrated at **Appendix A**.
- 3.4 It is through this company that the lettings of the units at 50 Holton Road is managed.
- 3.5 In order to apply for the Coronavirus Business Grant, applicants were asked to provide lease agreements to support their applications. The concerns identified, outlined in Table 2, are that all lease agreements associated with these applications appeared to have irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. However, by reference to the Fresh Bacon Co Ltd; Lloyds Business Account supplied by VPD for the period April 2020, at **Appendix B**, no tenants at 50 Holton Road have made any monthly rental payments into this account.

Table 2 – Issues Identified Within the Lease Agreements

Company	Location	Tenant	Issues Identified
Prince Resourcing	Office 5, 1 st Floor	HD	Floor location scribbled out
JLT Accountancy Ltd	Office 1, 2 nd Floor	JLT	Floor location overwritten JLT signed lease 5 days after VPD
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR	Application submitted 30/06/20. Further lease agreement received stating occupied Office 4, 1 st Floor, 01/05/20.
JLT Accountancy Ltd	Office 2, 2 nd Floor (01/05/20)	JLT	Leaseholder signature highly suspicious
K&T Emporium	Office 3, 2 nd Floor	JT	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
Complete Cleaning Company	Office 4, 2 nd Floor	JK	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
KSD Properties	Office 5, 2 nd Floor	KD	Leaseholder signature highly suspicious
JLT Accountancy Ltd	Office 5, 2 nd Floor (01/08/20)	JLT	Leaseholder signature highly suspicious

- 3.6 This information was submitted to the WGFO for review and as a result VPD was asked further questions by the WGFO. In his response, **Appendix C**, VPD advised that "we have a laid-back approach to letting of the offices". He explained that the individual offices are let monthly, and the license agreements contain a start date but not an end date as they roll over each month. VPD explained the agreements are usually all signed by himself and if someone is with him, they would be witnessed. VPD concludes that he has been using these license agreements for about 7 years, the purpose being to inform the tenant of their obligations. VPD confirmed that he did

not witness leaseholder signatures, he just signed the agreement and gave a copy to the tenant for them to sign and keep a copy for their own records.

- 3.7 Although this explanation satisfied the WGFO, it does not explain why there were so many changes to the documents.
- 3.8 Of concern is that the information held on 50 Holton Road for business rates purposes differed to the information submitted on the business grant applications. VPD provided information in respect of the letting of the units within 50 Holton Road in March 2018, via email, to the NNDR & Control Team where he provided information in respect of 6 offices within the building (**Appendix D**). This information was held within the Council's business rates system and used for billing purposes. Shortly after this information was provided, in April 2018, the Small Business Rates Relief scheme became effective. This limited relief to a maximum of two properties per business and the information provided reduced VPD's own liability.
- 3.9 However, when the Coronavirus Business Grant applications were submitted from the 13 businesses there were notable differences. In his email in 2018 (**Appendix D**), VPD declared 6 offices on the top floor as well as a basement and 3 shops at 50 a) b) and c). However, the business grant applications were in respect of the basement and the 3 shops, 5 offices on the 1st floor and 6 offices on the 2nd (top) floor. Hence the business rates information held by the Council, provided by VPD, did not record any occupancy on the 1st floor.
- 3.10 This inconsistent information together with the discrepancies and alterations to the lease agreements supplied to support the applications detailed in Table 2, call into question the validity of the information provided by VPD. In addition, VPD was chasing up the outstanding business grant payments on behalf of himself and the other businesses even though the responsibility is for each business in occupation to claim themselves.
- 3.11 As a result of the inconsistencies in the records, Apprise Consultancy Ltd, a genuine company residing at 50 Holton Road, failed to have their Coronavirus Business Grant claim approved.

50c Holton Road, Barry

- 3.12 The Coronavirus Business Grant application for £10,000, made by VPD on 7th April 2020 for the Baguette Shop at 50C Holton Road also raised queries regarding the authenticity of the claim (**Appendix E**). The claim stated that the premises had been in occupation since 11th March 2020 and was due to open in early April 2020. The application was made in the business name 'Baguette Shop' and in the trading information section of the application, VPD stated he was trading as a limited company and supplied the company registration number which, when checked, was the Fresh Bacon Co Ltd. registration number.

- 3.13 VPD sent an email from his Vale of Glamorgan Council email address to a member of the NNDR & Control Team on 24th April 2020. In this email, VPD states that he intended to open the shop in early April 2020 but was unable to do so due to the pandemic.
- 3.14 On 5th May 2020, VPD sent another email reiterating that he was renovating the property and had planned to open in early April 2020 as a baguette shop. VPD stated *"we have spent thousands on this project and believe are entitled to this grant"*. A member of the NNDR & Control Team visited the 50c Holton Road premises on 6th May 2020 and identified that the unit was in a position of disrepair and several photographs were taken as proof.
- 3.15 The WGFO also asked VPD some questions in relation to this property (**Appendix C**). VPD explained that although the previous tenants had continued to pay him rent, they had not used the premises for 2 years. VPD stated that in late 2019 he decided to upgrade the property to open a family business if it could not be re-let. VPD says he was advised in March 2020 that the former tenants would cease paying rent. VPD goes on to state:
"I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant."
- 3.16 VPD had previously provided a copy of the lease to the NNDR & Control Team in March 2018 confirming the lease was to end in March 2021 and consequently the NNDR & Control Team dealt directly with that leaseholder LCMI (**Appendix F**).
- 3.17 However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition. Therefore, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises until he submitted his grant claim and was challenged. It should be noted that once vacated and unoccupied VPD becomes liable for the empty property business rates. The previous occupants at this address were liable for Business Rates of £3,905.50 per annum.
- 3.18 Inspection of the premises in May 2020 by the NNDR & Control Team confirmed that the property was unoccupied, and the grant application made by VPD was refused. This unit was subsequently 'let' to a third-party occupant by VPD in August 2020.

Office 6, Second Floor, 50 Holton Road

- 3.19 VPD submitted a Coronavirus Business Grant application for £10,000 (**Appendix G**), for this unit on 26th June 2020 and the application stated the property had been in occupation by VPD, in the name of Fresh Bacon Company, since 1st April 2017. This information however is different to the information previously supplied by VPD to the NNDR & Control Team in March 2018 and to the information VPD supplied to the WGFO in February 2021

- 3.20 In emails forwarded to the NNDR & Control Team between 16th & 19th March 2018, **(Appendix D)**, VPD states that a tenant, BA, occupied Office 6 from 6th February 2018.
- 3.21 In his response to the WGFO investigation, submitted 16th February 2021, **(Appendix C)**, VPD states BA was the tenant in Office 6 from March 2018, which confirms the email VPD sent to the Vale Council at the time. VPD then says that when the tenant left, the office was cleared and VPD began using it as his own office to interview prospective tenants and to act as a show room. VPD however does not actually say when the tenant BA vacated the office but says he uses Office 6 in this manner provided it is not rented at the time to an alternative tenant.
- 3.22 The information provided by VPD in his Coronavirus Business Grant application is therefore different to previous information supplied to the NNDR & Control Team and more recently the WGFO. VPD says in his grant application that Fresh Bacon Company had occupied that office since 1st April 2017, however VPD's email to the Council in March 2018 and the information VPD supplied to the WGFO in February 2021 confirms BA was a tenant in March 2018.
- 3.23 If changes are made to the occupation of the property VPD should inform the Council's NNDR & Control Team to ensure records and billing information remains accurate. At no point prior to the announcement of the grants did VPD advise the Council that the information held in respect of this office unit was inaccurate.
- Office 5, Second Floor, 50 Holton Road**
- 3.24 [REDACTED] submitted a Coronavirus Business Grant application for £10,000, for this unit **(Appendix H)**, on 30th June 2020 in the name of Mad Properties trading as KSD Properties. The application stated the unit had been in occupation by this company since 25th June 2018.
- 3.25 To support this application, [REDACTED] supplied a copy of the lease agreement for Office 5, dated 25th June 2018. The agreement was countersigned by VPD. The [REDACTED] signature on this lease agreement shows little resemblance to signatures previously supplied by [REDACTED] on other documents.
- 3.26 [REDACTED] failed to respond to the WGFO investigation however VPD replied on her behalf within his response to the WGFO **(Appendix C)** stating that Office 5 is the registered office for the Fresh Bacon Company and the address used for bank accounts and utility bills. However, VPD goes on to say that he does move offices regularly, meeting the demand of perspective tenants and it would be *"hugely complex and time consuming to re-register each time"*.
- 3.27 In his email of March 2018 VPD provided the NNDR & Control Team with the details of the tenant of Office 5 and it appears from the application that VPD's wife took over the tenancy in June 2018, yet no one advised the Council of this change.

- 3.28 In addition, VPD refers to Office 5 as being occupied by the Fresh Bacon Company, yet the application made in June 2020 was in the name of Mad Properties. It should also be noted that VPD has not disclosed any connection to this company in his Declaration of Business Interests.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

- 3.29 The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd. Office 5, Second Floor, Holton Road, Barry. The owner email is recorded as vince.d@hotmail.co.uk and the land registry shows Fresh Bacon Co Ltd and [REDACTED] s joint lease owners as illustrated in **Appendix I**.
- 3.30 On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the NNDR & Control Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.
- 3.31 On 8th April 2020, VPD used his Vale of Glamorgan Council email address to contact an Operational Manager (OM) who was assisting with the business grant payments at the time. VPD stated that he was concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. VPD requested that a member of the team phone him on his mobile number and all correspondence be forwarded to his spouse [REDACTED] at their home address. This email trail is at **Appendix J**.
- 3.32 A subsequent email from VPD to the OM, again from his Vale of Glamorgan Council email address, stated that Vale Foods ended their tenancy 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. VPD advised that "we then started to tidy up the place so we could start a new business from there". This is also within **Appendix J**.
- 3.33 On 15th April 2020, the NNDR & Control Team sent an email to VPD advising that Avondale had already informed NNDR that they had not occupied the premises and requested that VPD ask [REDACTED] to clarify the position at the premises and advise who is liable for business rates as well as supplying exact dates.
- 3.34 On 13th May 2020, the NNDR & Control Team sent a further email to VPD advising that the information sought had not been received and a lot of conflicting information had been sent in which required the landlord to supply further information to clarify the actual position (**Appendix K**).
- 3.35 The NNDR & Control Team have not received a response from either VPD or [REDACTED] on this subject.
- 3.36 On 13th May 2020, a member of the NNDR & Control Team sent an email to Vale Foods seeking recovery of previous years business rates and advising that their Coronavirus Business Grant application had been unsuccessful as the landlord had advised he had taken possession of the unit on 17th March 2020 (**Appendix L**).

- 3.37 Vale Foods responded via email, 18th May 2020, stating the following (**Appendix M**):
- They have a lease from landlord VPD showing they clearly occupy the premises
 - They have bank statements clearly showing rent payments to VPD
 - A new lease was signed with VPD in January 2020
 - Due to flooding in February 2020, their insurance company were making rent payments to VPD while Vale Foods were awaiting repairs
- 3.38 Vale Foods have produced a commercial lease agreement for Unit 5, Biglis House. The lease agreement was signed between [REDACTED] (Landlord) and Vale Foods 2018 Ltd. The document was dated 27th January 2020 and VPD signed the document on behalf of [REDACTED] (**Appendix N**).
- 3.39 The Fresh Bacon Co Ltd business bank statement for April 2020, shows that Vale Foods were paying rent into this account, £100 dated 6th April 2020, and £100 dated 22nd April 2020 (**Appendix B**).
- 3.40 Therefore, the information supplied by VPD in **Appendix J** is inaccurate and contradictory. VPD states that Vale Foods ended their tenancy on 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. However, VPD's bank statements clearly show that Vale Foods continued to pay rent to VPD as recently as April 2020 and Vale Foods have a lease signed by VPD and dated January 2020 to prove their tenancy. It is therefore clear that VPD has not provided accurate information to the Council.
- 3.41 It should be highlighted that the grant condition date was 20th March 2020 and VPD informed the OM via email that the Unit became vacant on 17th March 2020 (3 days prior to grant condition date). VPD also stated that he intended to start a new business from there, so it is possible VPD was preparing to submit a business grant application for that property.
- 3.42 VPD has never declared Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry, in his Register of Members' Interests.

Various Residential Properties

- 3.43 VPD has declared an interest in some residential properties in his Register of Members' Interests at **Appendix A**. However, it has been identified that VPD has been in receipt of housing benefit for another, non-disclosed property, 3 Lombard Street, Barry, as the landlord, since December 2006. The current rate of housing benefit for this property is £120.00 per week as illustrated in **Appendix O**.

4. Conclusions

4.1 All Members must abide by the Code of Conduct, be aware of public perception and therefore undertake extra diligence when business interests are involved. Findings throughout this report illustrate that Councillor VPD has not provided the Council with accurate information when required or when requested to do so and has attempted to gain grant funding when it is apparent that the claims were not justified. This report gives several examples which suggests that the code has been breached on several occasions.

4.2 Appendix 1 to Section 16 of the Members Code of Conduct outlines the expected principles of Members' Conduct. Ten principles are listed as follows:

- Selflessness
- Honesty
- Integrity and propriety
- Duty to uphold the law
- Stewardship
- Objectivity in decision making
- Equality and respect
- Openness
- Accountability
- Leadership

4.3 The definition of selflessness states that Members must act solely in the public interest. They must never use their position as Members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.

4.4 It has been identified that VPD has used his Vale of Glamorgan Council email address, which is solely for the purpose of Council business, when contacting Officers of the Council in respect of his own business interests. This has been demonstrated throughout the report but in particular VPD used it when dealing with Officers in the NNDR & Control Team when clarifying who was responsible for business rates at each unit within 50 Holton Road and again when VPD was incorrectly advising an Operational Manager of the status of Unit 5 Biglis House.

4.5 By using his Council email address, VPD, could make Officers feel intimidated or pressurised as they would be fully aware that they are corresponding with an elected member. This could be perceived as VPD attempting to gain an advantage due to his position within the Council.

4.6 VPD's honesty and integrity can also be called into question. The report has illustrated that VPD failed to inform or update the Council's NNDR & Control Team in respect of the occupancy and therefore business rate liability for the units at 50 Holton Road. These discrepancies only came to light when applications for the

Coronavirus Business Grant were received and the lease agreements, provided as supporting documentation, raised many queries.

- 4.7 As stated, VPD submitted a claim for £10,000 for Coronavirus Business Grant for Office 6, 50 Holton Road, where VPD claims he runs his business Fresh Bacon Company. However, the details provided on the application form contradicted the details previously supplied by VPD in March 2018 as well as details VPD provided to the WGFO during their investigation. This application was unsuccessful due to the inconsistencies in the documentation provided.
- 4.8 A claim for £10,000 was also submitted by [REDACTED] for Office 5, 50 Holton Road, in the name of Mad Properties trading as KSD Properties. Again, the information supplied was inconsistent and questionable, so the application failed.
- 4.9 VPD's claim for the Baguette Shop at 50c Holton Road is another example of VPD's honesty and integrity being called into question. Business rates records showed that the tenant of the shop had a lease agreement in place until 2021. However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition and that he claimed he had spent thousands on the shop getting it ready for trading. Inspection of the premise confirmed that the property was unoccupied, and the grant application made by VPD was refused. In addition, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises at which point VPD would become liable for the property business rates.
- 4.10 In respect of Biglis House, VPD informed the Council that the tenancy ended with Avondale on 17th March 2020 and he was getting the premises ready to start a new business. VPD failed to advise the Council of the lease agreement signed by himself in January 2020 with Vale Foods and he also failed to mention that he was receiving monthly rental from this company. VD did not submit a grant application however it is possible that it may have been his intention as the grant condition date was 20th March 2020, 3 days after VPD alleged that the premises had reverted to him, which has been proved to be untrue.
- 4.11 VPD's misleading actions in declaring that [REDACTED] & Fresh Bacon Co Ltd had taken possession of Unit 5, Biglis House, on 17th March 2020, resulted in an application for a Coronavirus Business Grant submitted by Vale Foods on 2nd April 2020, being rejected. VPD's lack of selflessness, honesty, integrity, propriety and openness, all principles expected of an elected member, resulted in an eligible company being discounted for a Coronavirus Business Grant to which they were entitled. Another company, who also appeared to have a genuine business grant claim in 50 Holton Road also failed to have their application approved due to the inconsistencies in VPD's records.

4.12 Section 18.3.1 of the Members Code of Conduct states that:

"You must in all matters consider whether you have a personal interest, and whether this Code of Conduct requires you to disclose that interest."

4.13 The Code goes on to specify that Members must register their personal interests or any changes with the Council's Monitoring Officer. Although VPD did complete a notification of interest form in June 2017, no amendments have been provided since that date. On this declaration VPD states he is in the property rental business and the name of his company is Fresh Bacon Company Ltd. VPD lists 4 properties where he has an interest which includes 50 Holton Road, however he fails to mention 1 local residential property even though VPD is in receipt of housing benefit, as landlord of this property since 2006.

4.14 In addition, VPD failed to declare that he had set up a Baguette Shop at 50C Holton Road and to declare his interest in Unit 5 Biglis House.

5. Recommendation

5.1 The Monitoring Officer consider the content of this report to determine any further action to be taken in respect of Councillor VPD and the potential breach of the Council's Code of Conduct for Members. Consideration should be given to making a referral to the Ombudsman.

APPENDIX 2

Local Government Act 2000	Deddf Llywodraeth Leol 2000
Model Code of Conduct for Members and Co-opted Members with voting rights	Cod Ymddygiad Enghreifftiol ar gyfer Aelodau ac Aelodau Cyfetholedig â hawliau pleidleisio
<p>The attached Annex sets out the text (in English and Welsh) of the Model Code of Conduct prescribed by the Local Authorities (Model Code of Conduct) (Wales) Order 2008, as amended by the following statutory instruments:</p> <ul style="list-style-type: none"> ❑ Co-operative and Community Benefit Societies and Credit Unions Act 2010 (Consequential Amendments) Regulations 2014 – (No. 2014/1815) (“the 2014 Regulations”) – effective from 1 August 2014. ❑ Local Authorities (Model Code of Conduct) (Wales) (Amendment) Order 2008 (No. 2016/84) – effective from 1 April 2016. 	<p>Mae'r Atodiad amgaeedig yn nodi testun (yn Gymraeg a Saesneg) y Cod Ymddygiad Enghreifftiol a bennir gan Orchymyn Awdurdodau Lleol (Cod Ymddygiad Enghreifftiol) (Cymru) 2008, fel y'i diwygiwyd gan yr offerynnau statudol canlynol:</p> <ul style="list-style-type: none"> ❑ Rheoliadau Deddf Cwmnïau Cydweithredol a Chymdeithasau Budd Cymunedol ac Undebau Credyd 2010 (Diwygiadau Canlyniadol) 2014 - (Rhif 2014/1815) (“Rheoliadau 2014”) - yn dod i rym ar 1 Awst 2014. ❑ Gorchymyn Awdurdodau Lleol (Cod Ymddygiad Enghreifftiol) (Cymru) (Diwygio) 2008 (Rhif 2016/84) – yn dod i rym ar 1 Ebrill 2016.
<p>This document has been produced for the benefit of relevant authorities to whom the Model Code applies, but it does not itself have any legal standing. It is believed to be a true and accurate representation of the law as at 1 April 2016, but no assurance is given in this regard and authorities should take their own legal advice on matters relating to the Code.</p> <p>Please note the 2014 Regulations were made by the UK Government. They amend the Model Code to insert a definition of a ‘registered society’. It appears that the Welsh language version of the Model Code was not amended at the same time. The Welsh Government is in discussion with the UK Government about this with a view to the Welsh language version being amended as soon as practicable.</p> <p>In the interim, the Welsh Government does not believe this anomaly has a material bearing on the operation of the Model Code.</p>	<p>Cynhyrchwyd y ddogfen hon er budd awdurdodau perthnasol y mae'r Cod Enghreifftiol yn gymwys iddynt, ond nid oes ganddi unrhyw statws cyfreithiol. Credir ei bod yn cynrychioli'r gyfraith ar 1 Ebrill 2016 yn wir ac yn gywir, ond ni roddir unrhyw sicrwydd yn hyn o beth, a dylai'r awdurdodau geisio eu cyngor cyfreithiol eu hunain ar faterion sy'n ymwneud â'r Cod.</p> <p>Sylwer: Gwnaed Rheoliadau 2014 gan Lywodraeth y DU. Maent yn diwygio'r Cod Enghreifftiol drwy fewnosodi diffiniad o ‘cymdeithas gofrestredig’. Mae'n ymddangos na ddiwygiwyd fersiwn Gymraeg y Cod Enghreifftiol ar yr un pryd. Mae Llywodraeth Cymru wrthi'n trafod hyn â Llywodraeth y DU gyda'r bwriad o ddiwygio'r fersiwn Gymraeg cyn gynted ag y bo'n ymarferol.</p> <p>Yn y cyfamser, nid yw Llywodraeth Cymru yn credu bod yr anghysondeb hwn yn effeithio'n ymarferol ar weithredu'r Cod Enghreifftiol.</p>

THE MODEL CODE OF CONDUCT

PART 1 INTERPRETATION

1.—(1) In this code —

"co-opted member" ("*aelod cyfetholedig*"), in relation to a relevant authority, means a person who is not a member of the authority but who —

- (a) is a member of any committee or sub-committee of the authority, or
- (b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority, and who is entitled to vote on any question which falls to be decided at any meeting of that committee or subcommittee;

"meeting" ("*cyfarfod*") means any meeting —

- (a) of the relevant authority,
- (b) of any executive or board of the relevant authority,
- (c) of any committee, sub-committee, joint committee or joint sub-committee of the relevant authority or of any such committee, sub-committee, joint committee or joint sub-committee of any executive or board of the authority, or
- (d) where members or officers of the relevant authority are present other than a meeting of a political group constituted in accordance with regulation 8 of the Local Government (Committees and Political Groups) Regulations 1990,

and includes circumstances in which a member of an executive or board or an officer acting alone exercises a function of an authority;

"member" ("*aelod*") includes, unless the context requires otherwise, a co-opted member;

"registered society" means a society, other than a society registered as a credit union, which is —

- (a) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or
- (b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;

"register of members' interests" ("*cofrestr o fuddiannau'r aelodau*") means the register established and maintained under section 81 of the Local Government Act 2000;

"relevant authority" ("*awdurdod perthnasol*") means—

- (a) a county council,
- (b) a county borough council,
- (c) a community council,

(d) a fire and rescue authority constituted by a scheme under section 2 of the Fire and Rescue Services Act 2004 or a scheme to which section 4 of that Act applies,

(e) a National Park authority established under section 63 of the Environment Act 1995;

"you" ("*chi*") means you as a member or co-opted member of a relevant authority; and

"your authority" ("*eich awdurdod*") means the relevant authority of which you are a member or co-opted member.

(2) In relation to a community council—

(a) "proper officer" ("*swyddog priodol*") means an officer of that council within the meaning of section 270(3) of the Local Government Act 1972; and

(b) "standards committee" ("*pwylgor safonau*") means the standards committee of the county or county borough council which has functions in relation to the community council for which it is responsible under section 56(1) and (2) of the Local Government Act 2000.

PART 2 GENERAL PROVISIONS

2.—(1) Save where paragraph 3(a) applies, you must observe this code of conduct —

(a) whenever you conduct the business, or are present at a meeting, of your authority;

(b) whenever you act, claim to act or give the impression you are acting in the role of member to which you were elected or appointed;

(c) whenever you act, claim to act or give the impression you are acting as a representative of your authority; or

(d) at all times and in any capacity, in respect of conduct identified in paragraphs 6(1)(a) and 7.

(2) You should read this code together with the general principles prescribed under section 49(2) of the Local Government Act 2000 in relation to Wales.

3. Where you are elected, appointed or nominated by your authority to serve —

(a) on another relevant authority, or any other body, which includes a Local Health Board you must, when acting for that other authority or body, comply with the code of conduct of that other authority or body; or

(b) on any other body which does not have a code relating to the conduct of its members, you must, when acting for that other body, comply with this code of conduct, except and insofar as it conflicts with any other lawful obligations to which that other body may be subject.

4. You must —

(a) carry out your duties and responsibilities with due regard to the principle that there should be equality of opportunity for all people, regardless of their gender, race, disability, sexual orientation, age or religion;

- (b) show respect and consideration for others;
 - (c) not use bullying behaviour or harass any person; and
 - (d) not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, your authority.
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5. You must not —

- (a) disclose confidential information or information which should reasonably be regarded as being of a confidential nature, without the express consent of a person authorised to give such consent, or unless required by law to do so;
- (b) prevent any person from gaining access to information to which that person is entitled by law.

6.—(1) You must —

- (a) not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute;
- (b) report, whether through your authority's confidential reporting procedure or direct to the proper authority, any conduct by another member or anyone who works for, or on behalf of, your authority which you reasonably believe involves or is likely to involve criminal behaviour (which for the purposes of this paragraph does not include offences or behaviour capable of punishment by way of a fixed penalty);
- (c) report to your authority's monitoring officer any conduct by another member which you reasonably believe breaches this code of conduct;
- (d) not make vexatious, malicious or frivolous complaints against other members or anyone who works for, or on behalf of, your authority.

(2) You must comply with any request of your authority's monitoring officer, or the Public Services Ombudsman for Wales, in connection with an investigation conducted in accordance with their respective statutory powers.

7. You must not —

- (a) in your official capacity or otherwise, use or attempt to use your position improperly to confer on or secure for yourself, or any other person, an advantage or create or avoid for yourself, or any other person, a disadvantage;
- (b) use, or authorise others to use, the resources of your authority —
 - (i) imprudently;
 - (ii) in breach of your authority's requirements;
 - (iii) unlawfully;
 - (iv) other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or of the office to which you have been elected or appointed;
 - (v) improperly for political purposes; or

(vi) improperly for private purposes.

8. You must —

(a) when participating in meetings or reaching decisions regarding the business of your authority, do so on the basis of the merits of the circumstances involved and in the public interest having regard to any relevant advice provided by your authority's officers, in particular by —

(i) the authority's head of paid service;

(ii) the authority's chief finance officer;

(iii) the authority's monitoring officer;

(iv) the authority's chief legal officer (who should be consulted when there is any doubt as to the authority's power to act, as to whether the action proposed lies within the policy framework agreed by the authority or where the legal consequences of action or failure to act by the authority might have important repercussions);

(b) give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by your authority.

9. You must —

(a) observe the law and your authority's rules governing the claiming of expenses and allowances in connection with your duties as a member;

(b) avoid accepting from anyone gifts, hospitality (other than official hospitality, such as a civic reception or a working lunch duly authorised by your authority), material benefits or services for yourself or any person which might place you, or reasonably appear to place you, under an improper obligation.

PART 3 INTERESTS

Personal Interests

10.—(1) You must in all matters consider whether you have a personal interest, and whether this code of conduct requires you to disclose that interest.

(2) You must regard yourself as having a personal interest in any business of your authority if

— (a) it relates to, or is likely to affect —

(i) any employment or business carried on by you;

(ii) any person who employs or has appointed you, any firm in which you are a partner or any company for which you are a remunerated director;

(iii) any person, other than your authority, who has made a payment to you in respect of your election or any expenses incurred by you in carrying out your duties as a member;

(iv) any corporate body which has a place of business or land in your authority's area, and in which you have a beneficial interest in a class of securities of that body that

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exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body;

(v) any contract for goods, services or works made between your authority and you or a firm in which you are a partner, a company of which you are a remunerated director, or a body of the description specified in sub-paragraph (iv) above;

(vi) any land in which you have a beneficial interest and which is in the area of your authority;

(vii) any land where the landlord is your authority and the tenant is a firm in which you are a partner, a company of which you are a remunerated director, or a body of the description specified in subparagraph (iv) above;

(viii) any body to which you have been elected, appointed or nominated by your authority;

(ix) any —

(aa) public authority or body exercising functions of a public nature;

(bb) company, registered society, charity, or body directed to charitable purposes;

(cc) body whose principal purposes include the influence of public opinion or policy;

(dd) trade union or professional association; or

(ee) private club, society or association operating within your authority's area,

in which you have membership or hold a position of general control or management;

(x) any land in your authority's area in which you have a licence (alone or jointly with others) to occupy for 28 days or longer;

[Note: subparagraph (b) is omitted.]

(c) a decision upon it might reasonably be regarded as affecting —

(i) your well-being or financial position, or that of a person with whom you live, or any person with whom you have a close personal association;

(ii) any employment or business carried on by persons as described in 10(2)(c)(i);

(iii) any person who employs or has appointed such persons described in 10(2)(c)(i), any firm in which they are a partner, or any company of which they are directors;

(iv) any corporate body in which persons as described in 10(2)(c)(i) have a beneficial interest in a class of securities exceeding the nominal value of £5,000; or

(v) any body listed in paragraphs 10(2)(a)(ix)(aa) to (ee) in which persons described in 10(2)(c)(i) hold a position of general control or management,

to a greater extent than the majority of—

(aa) in the case of an authority with electoral divisions or wards, other council tax payers, rate payers or inhabitants of the electoral division or ward, as the case may be, affected by the decision; or

(bb) in all other cases, other council tax payers, ratepayers or inhabitants of the authority's area.

Disclosure of Personal Interests

11.—(1) Where you have a personal interest in any business of your authority and you attend a meeting at which that business is considered, you must disclose orally to that meeting the existence and nature of that interest before or at the commencement of that consideration, or when the interest becomes apparent.

(2) Where you have a personal interest in any business of your authority and you make —

(a) written representations (whether by letter, facsimile or some other form of electronic communication) to a member or officer of your authority regarding that business, you should include details of that interest in the written communication; or

(b) oral representations (whether in person or some form of electronic communication) to a member or officer of your authority you should disclose the interest at the commencement of such representations, or when it becomes apparent to you that you have such an interest, and confirm the representation and interest in writing within 14 days of the representation.

(3) Subject to paragraph 14(1)(b) below, where you have a personal interest in any business of your authority and you have made a decision in exercising a function of an executive or board, you must in relation to that business ensure that any written statement of that decision records the existence and nature of your interest.

(4) You must, in respect of a personal interest not previously disclosed, before or immediately after the close of a meeting where the disclosure is made pursuant to sub-paragraph 11(1), give written notification to your authority in accordance with any requirements identified by your authority's monitoring officer, or in relation to a community council, your authority's proper officer from time to time but, as a minimum containing —

(a) details of the personal interest;

(b) details of the business to which the personal interest relates; and

(c) your signature.

(5) Where you have agreement from your monitoring officer that the information relating to your personal interest is sensitive information, pursuant to paragraph 16(1), your obligations under this paragraph 11 to disclose such information, whether orally or in writing, are to be replaced with an obligation to disclose the existence of a personal interest and to confirm that your monitoring officer has agreed that the nature of such personal interest is sensitive information.

(6) For the purposes of sub-paragraph (4), a personal interest will only be deemed to have been previously disclosed if written notification has been provided in accordance with this code since the last date on which you were elected, appointed or nominated as a member of your authority.

(7) For the purposes of sub-paragraph (3), where no written notice is provided in accordance with that paragraph you will be deemed as not to have declared a personal interest in accordance with this code.

Prejudicial Interests

12.—(1) Subject to sub-paragraph (2) below, where you have a personal interest in any business of your authority you also have a prejudicial interest in that business if the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest.

(2) Subject to sub-paragraph (3), you will not be regarded as having a prejudicial interest in any business where that business—

(a) relates to —

- (i)** another relevant authority of which you are also a member;
- (ii)** another public authority or body exercising functions of a public nature in which you hold a position of general control or management;
- (iii)** a body to which you have been elected, appointed or nominated by your authority;
- (iv)** your role as a school governor (where not appointed or nominated by your authority) unless it relates particularly to the school of which you are a governor;
- (v)** your role as a member of a Local Health Board where you have not been appointed or nominated by your authority;

(b) relates to —

- (i)** the housing functions of your authority where you hold a tenancy or lease with your authority, provided that you do not have arrears of rent with your authority of more than two months, and provided that those functions do not relate particularly to your tenancy or lease;
 - (ii)** the functions of your authority in respect of school meals, transport and travelling expenses, where you are a guardian, parent, grandparent or have parental responsibility (as defined in section 3 of the Children Act 1989) of a child in full time education, unless it relates particularly to the school which that child attends;
 - (iii)** the functions of your authority in respect of statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992, where you are in receipt of, or are entitled to the receipt of such pay from your authority;
 - (iv)** the functions of your authority in respect of an allowance or payment made in accordance with the provisions of Part 8 of the Local Government (Wales) Measure 2011, or an allowance or pension provided under section 18 of the Local Government and Housing Act 1989;
- (c)** your role as a community councillor in relation to a grant, loan or other form of financial assistance made by your community council to community or voluntary organisations up to a maximum of £500.

(3) The exemptions in subparagraph (2)(a) do not apply where the business relates to the determination of any approval, consent, licence, permission or registration.

Overview and Scrutiny Committees

13. You also have a prejudicial interest in any business before an overview and scrutiny committee of your authority (or of a sub-committee of such a committee) where—

(a) that business relates to a decision made (whether implemented or not) or action taken by your authority's executive, board or another of your authority's committees, sub-committees, joint committees or joint subcommittees; and

(b) at the time the decision was made or action was taken, you were a member of the executive, board, committee, sub-committee, joint-committee or joint sub-committee mentioned in sub-paragraph (a) and you were present when that decision was made or action was taken.

Participation in Relation to Disclosed Interests

14.—(1) Subject to sub-paragraphs (2), (2A), (3) and (4), where you have a prejudicial interest in any business of your authority you must, unless you have obtained a dispensation from your authority's standards committee —

(a) withdraw from the room, chamber or place where a meeting considering the business is being held—

(i) where sub-paragraph (2) applies, immediately after the period for making representations, answering questions or giving evidence relating to the business has ended and in any event before further consideration of the business begins, whether or not the public are allowed to remain in attendance for such consideration; or

(ii) in any other case, whenever it becomes apparent that that business is being considered at that meeting;

(b) not exercise executive or board functions in relation to that business;

(c) not seek to influence a decision about that business;

(d) not make any written representations (whether by letter, facsimile or some other form of electronic communication) in relation to that business; and

(e) not make any oral representations (whether in person or some form of electronic communication) in respect of that business or immediately cease to make such oral representations when the prejudicial interest becomes apparent.

(2) Where you have a prejudicial interest in any business of your authority you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise.

(2A) Where you have a prejudicial interest in any business of your authority you may submit written representations to a meeting relating to that business, provided that the public are allowed to attend the meeting for the purpose of making representations, answering questions or giving evidence relating to the business, whether under statutory right or otherwise.

(2B) When submitting written representations under sub-paragraph (2A) you must comply with any procedure that your authority may adopt for the submission of such representations.

(3) Sub-paragraph (1) does not prevent you attending and participating in a meeting if —

(a) you are required to attend a meeting of an overview or scrutiny committee, by such committee exercising its statutory powers; or

(b) you have the benefit of a dispensation provided that you —

(i) state at the meeting that you are relying on the dispensation; and

(ii) before or immediately after the close of the meeting give written notification to your authority containing —

(aa) details of the prejudicial interest;

(bb) details of the business to which the prejudicial interest relates;

(cc) details of, and the date on which, the dispensation was granted; and

(dd) your signature.

(4) Where you have a prejudicial interest and are making written or oral representations to your authority in reliance upon a dispensation, you must provide details of the dispensation within any such written or oral representation and, in the latter case, provide written notification to your authority within 14 days of making the representation.

PART 4

THE REGISTER OF MEMBERS' INTERESTS

Registration of Personal Interests

15.—(1) Subject to sub-paragraph (4), you must, within 28 days of—

(a) your authority's code of conduct being adopted or the mandatory provisions of this model code being applied to your authority; or

(b) your election or appointment to office (if that is later),

register your personal interests, where they fall within a category mentioned in paragraph 10(2)(a), in your authority's register of members' interests by providing written notification to your authority's monitoring officer.

(2) Subject to sub-paragraph (4), you must, within 28 days of becoming aware of any new personal interest falling within a category mentioned in paragraph 10(2)(a), register that new personal interest in your authority's register of members' interests by providing written notification to your authority's monitoring officer.

(3) Subject to sub-paragraph (4), you must, within 28 days of becoming aware of any change to a registered personal interest falling within a category mentioned in paragraph 10(2)(a), register that change in your authority's register of members' interests by providing written notification to your authority's monitoring officer, or in the case of a community council to your authority's proper officer.

(4) Sub-paragraphs (1), (2) and (3) do not apply to sensitive information determined in accordance with paragraph 16(1).

(5) Sub-paragraphs (1) and (2) do not apply if you are a member of a relevant authority which is a community council when you act in your capacity as a member of such an authority.

(6) You must, when disclosing a personal interest in accordance with paragraph 11 for the first time, register that personal interest in your authority's register of members' interests by providing written notification to your authority's monitoring officer, or in the case of a community council to your authority's proper officer.

Sensitive information

16.—(1) Where you consider that the information relating to any of your personal interests is sensitive information, and your authority's monitoring officer agrees, you need not include that information when registering that interest, or, as the case may be, a change to the interest under paragraph 15.

(2) You must, within 28 days of becoming aware of any change of circumstances which means that information excluded under sub-paragraph (1) is no longer sensitive information, notify your authority's monitoring officer, or in relation to a community council, your authority's proper officer asking that the information be included in your authority's register of members' interests.

(3) In this code, "sensitive information" ("*gwybodaeth sensitif*") means information whose availability for inspection by the public creates, or is likely to create, a serious risk that you or a person who lives with you may be subjected to violence or intimidation.

Registration of Gifts and Hospitality

17. You must, within 28 days of receiving any gift, hospitality, material benefit or advantage above a value specified in a resolution of your authority, provide written notification to your authority's monitoring officer, or in relation to a community council, to your authority's proper officer of the existence and nature of that gift, hospitality, material benefit or advantage.

Y COD YMDDYGIAD ENGHREIFFTIOL

RHAN 1 DEHONGLI

1.—(1) Yn y cod hwn —

mae "aelod" ("*member*") yn cynnwys aelod cyfetholedig onid yw'r cyd-destun yn mynnu fel arall;

ystyr "aelod cyfetholedig" ("*co-opted member*"), mewn perthynas ag awdurdod perthnasol, yw person nad yw'n aelod o'r awdurdod ond—

(a) sy'n aelod o unrhyw bwyllgor neu is-bwyllgor i'r awdurdod, neu

(b) sy'n aelod o unrhyw gyd-bwyllgor neu gyd-is-bwyllgor i'r awdurdod, ac sy'n cynrychioli'r awdurdod arno,

ac sydd â'r hawl i bleidleisio ar unrhyw gwestiwn sydd i'w benderfynu mewn unrhyw gyfarfod o'r pwyllgor neu o'r is-bwyllgor hwnnw;

ystyr "eich awdurdod" ("*your authority*") yw'r awdurdod perthnasol yr ydych chi'n aelod neu'n aelod cyfetholedig ohono;

ystyr "awdurdod perthnasol" ("*relevant authority*") yw—

(a) cyngor sir,

(b) cyngor bwrdeistref sirol,

(c) cyngor cymuned,

(ch) awdurdod tân ac achub a gyfansoddwyd drwy gynllun o dan adran 2 o Ddeddf Gwasanaethau Tân ac Achub 2004 neu gynllun y mae adran 4 o'r Ddeddf honno yn gymwys iddo,

(d) awdurdod Parc Cenedlaethol a sefydlwyd o dan adran 63 o Ddeddf yr Amgylchedd 1995;

ystyr "cofrestr o fuddiannau'r aelodau" ("*register of members' interests*") yw'r gofrestr a sefydlir ac a gedwir o dan adran 81 o Ddeddf Llywodraeth Leol 2000;

ystyr "cyfarfod" ("*meeting*") yw unrhyw gyfarfod —

(a) o'r awdurdod perthnasol,

(b) o unrhyw weithrediaeth neu fwrdd i'r awdurdod perthnasol,

(c) o unrhyw bwyllgor, is-bwyllgor, cyd-bwyllgor neu gyd-is-bwyllgor i'r awdurdod perthnasol neu unrhyw bwyllgor, is-bwyllgor, cyd-bwyllgor neu gyd-is-bwyllgor o'r fath i unrhyw weithrediaeth neu fwrdd i'r awdurdod, neu

(ch) y mae aelodau neu swyddogion yr awdurdod perthnasol yn bresennol ynddo ac eithrio cyfarfod grŵp gwleidyddol a gyfansoddwyd yn unol â rheoliad 8 o Reoliadau Llywodraeth Leol (Pwyllgorau a Grwpiau Gwleidyddol) 1990,

ac mae'n cynnwys amgylchiadau pan fo aelod o weithrediaeth neu fwrdd neu swyddog sy'n gweithredu ar ei ben ei hun yn arfer un o swyddogaethau awdurdod; ac

ystyr "chi" ("you") yw chi fel aelod neu aelod cyfetholedig o awdurdod perthnasol.

(2) Mewn perthynas â chyngor cymuned—

(a) ystyr "swyddog priodol" ("proper officer") yw swyddog o'r cyngor hwnnw o fewn ystyr adran 270(3) o Ddeddf Llywodraeth Leol 1972; a

(b) ystyr "pwyllgor safonau" ("standards committee") yw pwyllgor safonau'r cyngor sir neu'r cyngor bwrdeistref sirol sydd â swyddogaethau mewn perthynas â'r cyngor cymuned y mae'n gyfrifol amdano o dan adran 56(1) a (2) o Ddeddf Llywodraeth Leol 2000.

RHAN 2 DARPARIAETHAU CYFFREDINOL

2.—(1) Ac eithrio pan fo paragraff 3(a) yn gymwys, rhaid i chi gydymffurfio â'r cod ymddygiad hwn —

(a) pa bryd bynnag y byddwch yn cynnal busnes eich awdurdod, neu'n bresennol mewn un o gyfarfodydd eich awdurdod;

(b) pa bryd bynnag y byddwch yn gweithredu, yn honni gweithredu neu'n rhoi'r argraff eich bod yn gweithredu yn rôl aelod y cawsoch eich ethol neu eich penodi iddi;

(c) pa bryd bynnag y byddwch yn gweithredu, yn honni gweithredu neu'n rhoi'r argraff eich bod yn gweithredu fel un o gynrychiolwyr eich awdurdod; neu

(ch) ar bob adeg ac mewn unrhyw gapasiti, mewn cysylltiad ag ymddygiad a nodir ym mharagraffau 6(1)(a) a 7.

(2) Dylech ddarllen y cod hwn ar y cyd â'r egwyddorion cyffredinol a ragnodir o dan adran 49(2) o Ddeddf Llywodraeth Leol 2000 o ran Cymru.

3. Os byddwch wedi eich ethol, eich penodi neu eich enwebu gan eich awdurdod i wasanaethu —

(a) ar awdurdod perthnasol arall, neu ar unrhyw gorff arall, sy'n cynnwys Bwrdd Iechyd Lleol rhaid i chi, pan fyddwch yn gweithredu ar ran yr awdurdod arall neu'r corff arall hwnnw, gydymffurfio â chod ymddygiad yr awdurdod arall neu'r corff arall hwnnw; neu

(b) ar unrhyw gorff arall nad oes ganddo god sy'n ymwneud ag ymddygiad ei aelodau, rhaid i chi, pan fyddwch yn gweithredu ar ran y corff arall hwnnw, gydymffurfio â'r cod ymddygiad hwn, ac eithrio pan yw'n gwrthdaro ag unrhyw rwymedigaethau cyfreithlon eraill y gall y corff hwnnw fod yn ddarostyngedig iddynt neu i'r graddau y mae'n gwrthdaro â'r cyfryw rwymedigaethau.

4. Rhaid i chi —

(a) cyflawni eich dyletswyddau a'ch cyfrifoldebau gan roi sylw dyladwy i'r egwyddor y dylai fod cyfle cyfartal i bawb, waeth beth fo'u rhyw, eu hil, eu hanabledd, eu cyfeiriadedd rhywiol, eu hoed neu eu crefydd;

(b) dangos parch at eraill ac ystyriaeth ohonynt;

(c) peidio ag ymddwyn fel bwli neu harasio unrhyw berson; a

(ch) peidio â gwneud dim sy'n cyfaddawdu, neu sy'n debygol o gyfaddawdu, didueddrwydd y sawl sy'n gweithio i'ch cyngor neu ar ei ran.

5. Rhaid i chi —

(a) peidio â datgelu gwybodaeth gyfrinachol neu wybodaeth y byddai'n rhesymol ystyried ei bod o natur gyfrinachol, heb gydsyniad datganedig person a awdurdodwyd i roi cydsyniad o'r fath, neu onid yw'r gyfraith yn mynnu eich bod yn gwneud hynny;

(b) peidio â rhwystro unrhyw berson rhag gweld gwybodaeth y mae gan y person hwnnw hawl i'w gweld yn ôl y gyfraith.

6.—(1)Rhaid i chi —

(a) peidio ag ymddwyn mewn ffordd y gellid yn rhesymol ei hystyried yn un sy'n dwyn anfri ar eich swydd neu ar eich awdurdod;

(b) adrodd, p'un ai drwy weithdrefn adrodd gyfrinachol eich awdurdod neu'n uniongyrchol i'r awdurdod priodol, ar unrhyw ymddygiad gan aelod arall neu gan unrhyw un sy'n gweithio i'ch awdurdod neu ar ei ran ac y mae'n rhesymol i chi fod o'r farn ei fod yn golygu neu'n debygol o olygu ymddygiad troseddol (nad yw at ddibenion y paragraff hwn yn cynnwys tramgwyddau neu ymddygiad y gellir ei gosbi drwy gosb benodedig);

(c) adrodd i swyddog monitro eich awdurdod ar unrhyw ymddygiad gan aelod arall y mae'n rhesymol i chi fod o'r farn ei fod yn groes i'r cod ymddygiad hwn;

(ch) peidio â gwneud cwynion blinderus, maleisus neu wacsaw yn erbyn aelodau eraill neu unrhyw un sy'n gweithio i'ch awdurdod neu ar ei ran.

(2) Rhaid i chi gydymffurfio ag unrhyw gais gan swyddog monitro eich awdurdod, neu gan Ombwdsmon Gwasanaethau Cyhoeddus Cymru, mewn cysylltiad ag ymchwiliad a wneir yn unol â'u gwahanol bwerau statudol.

7. Rhaid i chi —

(a) yn eich capasiti swyddogol neu fel arall, beidio â defnyddio neu geisio defnyddio eich safle yn amhriodol i roi neu i sicrhau mantais i chi eich hun neu i unrhyw berson arall, neu i greu neu i osgoi anfantais i chi eich hun neu i unrhyw berson arall;

(b) peidio â defnyddio adnoddau eich awdurdod, neu awdurdodi eraill i'w defnyddio—

(i) yn annoeth;

(ii) yn groes i ofynion eich awdurdod;

(iii) yn anghyfreithlon;

(iv) ac eithrio mewn dull a fwriedir i hwyluso neu i ffafrio cyflawni swyddogaethau'r awdurdod neu'r swydd yr ydych wedi eich ethol neu eich penodi iddo neu iddi;

(v) yn amhriodol at ddibenion gwleidyddol; neu

(vi) yn amhriodol at ddibenion preifat.

8. Rhaid i chi —

(a) pan fyddwch yn cyfrannu mewn cyfarfodydd neu'n gwneud penderfyniadau ynghylch busnes y mae a wnelo eich awdurdod ag ef, wneud hynny ar sail rhinweddau'r amgylchiadau o dan sylw ac er budd y cyhoedd gan roi sylw i unrhyw gyngor perthnasol a ddarperir gan swyddogion eich awdurdod, ac yn benodol gan —

(i) pennaeth gwasanaeth taledig yr awdurdod;

(ii) prif swyddog cyllid yr awdurdod;

(iii) swyddog monitro'r awdurdod;

(iv) prif swyddog cyfreithiol yr awdurdod (y dylid ymgynghori ag ef pan fo unrhyw amheuaeth ynghylch pw'r yr awdurdod i weithredu, ynghylch a yw'r cam a arfaethir yn dod o fewn y fframwaith polisi y cytunwyd arno gan yr awdurdod neu os gallai canlyniadau cyfreithiol gweithredu neu fethu â gweithredu gan yr awdurdod gael ôl-ffeithiau pwysig);

(b) rhoi rhesymau dros bob penderfyniad yn unol ag unrhyw ofynion statudol ac unrhyw ofynion rhesymol ychwanegol a osodir gan eich awdurdod.

9. Rhaid i chi —

(a) parchu'r gyfraith a rheolau eich awdurdod sy'n llywodraethu hawlio treuliau a lwfansau mewn cysylltiad â'ch dyletswyddau fel aelod;

(b) osgoi derbyn rhoddion oddi wrth neb, na lletygarwch (ac eithrio lletygarwch swyddogol, megis derbyniad dinesig neu weithio dros ginio, a awdurdodir yn briodol gan eich awdurdod) na buddiannau materol neu wasanaethau i chi eich hun neu i unrhyw berson os byddai gwneud hynny'n eich rhoi o dan rwymedigaeth amhriodol, neu os gallai'n rhesymol ymddangos fel pe bai'n gwneud hynny.

RHAN 3 BUDDIANNAU

Buddiannau Personol

10.—(1) Ym mhob mater rhaid i chi ystyried a oes gennych fuddiant personol, ac a yw'r cod ymddygiad hwn yn ei gwneud yn ofynnol i chi ddatgelu'r buddiant hwnnw.

(2) Rhaid i chi ystyried bod gennych fuddiant personol mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef —

(a) os yw'n gysylltiedig â'r canlynol, neu'n debygol o effeithio arnynt —

(i) unrhyw gyflogaeth yr ydych yn ymgymryd â hi neu fusnes yr ydych yn ei redeg;

(ii) unrhyw berson sy'n eich cyflogi neu sydd wedi eich penodi, unrhyw ffyrn yr ydych yn bartner ynddi neu unrhyw gwmni yr ydych yn gyfarwyddwr arno ac yn derbyn tâl;

(iii) unrhyw berson, ac eithrio eich awdurdod, sydd wedi rhoi taliad i chi mewn cysylltiad â'ch ethol neu mewn cysylltiad ag unrhyw dreuliau a dynnwyd gennych wrth i chi gyflawni eich dyletswyddau fel aelod;

(iv) unrhyw gorff corfforaethol y mae ganddo le busnes neu dir yn ardal eich awdurdod, ac y mae gennych chi fuddiant llesiannol mewn dosbarth o warannau sydd gan y corff hwnnw ac sy'n werth mwy na'r gwerth enwol o £25,000 neu un ganfed ran o gyfanswm cyfalaf cyfrannau dyroddedig y corff hwnnw;

(v) unrhyw gcontract am nwyddau, gwasanaethau neu waith neu weithfeydd a wnaed rhyngoch chi, rhwng ffyrn yr ydych yn bartner ynddi, neu rhwng cwmni yr ydych yn gyfarwyddwr arno ac yn derbyn tâl, neu rhwng corff o'r math a ddisgrifir yn is-baragraff (iv) uchod a'ch awdurdod;

(vi) unrhyw dir y mae gennych fuddiant llesiannol ynddo ac sydd yn ardal eich awdurdod;

(vii) unrhyw dir y mae eich awdurdod yn landlord arno ac y mae ffyrn yr ydych yn bartner ynddi, cwmni yr ydych yn gyfarwyddwr arno ac yn derbyn tâl, neu gorff o'r math a ddisgrifir yn is-baragraff (iv) uchod yn denant arno;

(viii) unrhyw gorff yr ydych wedi eich ethol, eich penodi neu eich enwebu gan eich awdurdod i fod arno;

(ix) unrhyw —

(aa) awdurdod cyhoeddus neu gorff sy'n arfer swyddogaethau o natur gyhoeddus;

(bb) cwmni, cymdeithas ddiwydiannol a darbodus, elusen, neu gorff arall a chanddo ddibenion elusennol;

(cc) corff y mae dylanwadu ar farn neu bolisi cyhoeddus ymhlith ei brif ddibenion;

(chch)undeb llafur neu gymdeithas broffesiynol; neu

(dd) clwb preifat neu gymdeithas breifat sy'n gweithredu o fewn ardal eich awdurdod,

yr ydych yn aelod ohono neu ohoni neu mewn safle rheolaeth neu reoli cyffredinol ynddo neu ynddi;

(x) unrhyw dir yn ardal eich awdurdod y mae gennych drwydded (ar eich pen eich hun neu ar y cyd ag eraill) i'w feddiannu am 28 o ddiwrnodau neu fwy;

[Nodyn: Mae is-baragraff (b) wedi ei hepgor.]

(c) pe byddai'n rhesymol ystyried penderfyniad arno yn benderfyniad a fyddai'n effeithio —

(i) ar eich llesiant neu eich sefyllfa ariannol, neu lesiant neu sefyllfa ariannol person yr ydych yn byw gydag ef, neu unrhyw berson y mae gennych gysylltiad personol agos ag ef;

(ii) ar unrhyw gyflogaeth yr ymgwymerir â hi neu fusnes a redir gan bersonau fel a ddisgrifir yn 10(2)(c)(i);

(iii) ar unrhyw berson sy'n cyflogi neu sydd wedi penodi'r cyfryw bersonau ag a ddisgrifir yn 10(2)(c)(i), unrhyw ffyrn y mae'r cyfryw bersonau'n bartneriaid ynddi, neu unrhyw gwmni y maent yn gyfarwyddwyr arno;

(iv) ar unrhyw gorff corfforaethol y mae gan bersonau fel a ddisgrifir yn 10(2)(c)(i) fuddiant llesiannol mewn dosbarth o warannau sy'n werth mwy na'r gwerth enwol o £5,000; neu

(v) ar unrhyw gorff a restrir ym mharagraffau 10(2)(a)(ix)(aa) i (dd) y mae personau a ddisgrifir yn 10(2)(c)(i) mewn safle rheolaeth neu reoli cyffredinol ynddo,

a hynny i raddau mwy—

(aa) yn achos awdurdod â dosbarthiadau etholiadol neu wardiau, na'r rhelyw o bobl eraill sy'n talu'r dreth gyngor, bobl eraill sy'n talu ardrethi neu breswylwyr eraill yn y dosbarth etholiadol neu'r ward, yn ôl y digwydd, y bydd y penderfyniad yn effeithio arnynt; neu

(bb) ym mhob achos arall, na'r rhelyw o bobl eraill sy'n talu'r dreth gyngor, o bobl eraill sy'n talu ardrethi neu breswylwyr eraill yn ardal yr awdurdod.

Datgelu Buddiannau Personol

11.—(1) Pan fydd gennych fuddiant personol mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef ac y byddwch yn bresennol mewn cyfarfod lle y caiff y busnes hwnnw ei ystyried, rhaid i chi ddatgelu ar lafar gerbron y cyfarfod hwnnw fodolaeth a natur y buddiant hwnnw cyn i'r cyfarfod ystyried y busnes neu ar ddechrau'r ystyriaeth, neu pan ddaw'r buddiant i'r amlwg.

(2) Pan fydd gennych fuddiant personol mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef ac y byddwch yn gwneud —

(a) cynrychioliadau ysgrifenedig (p'un ai drwy lythyr, neges ffacs neu ar ryw ffurf arall ar gyfathrebu electronig) i un o aelodau neu o swyddogion eich awdurdod ynghylch y busnes hwnnw, dylech gynnwys manylion am y buddiant hwnnw yn y gyfathrebiaeth ysgrifenedig; neu

(b) cynrychioliadau llafar (p'un ai'n bersonol neu ar ryw ffurf ar gyfathrebu electronig) i un o aelodau neu o swyddogion eich awdurdod dylech ddatgelu'r buddiant ar ddechrau'r cyfryw gynrychioliadau, neu pan ddaw'n amlwg i chi fod gennych fuddiant o'r fath, a chadarnhau'r cynrychioliad a'r buddiant yn ysgrifenedig o fewn 14 o ddiwrnodau ar ôl gwneud y cynrychioliad.

(3) Yn ddarostyngedig i baragraff 14(1)(b) isod, os bydd gennych fuddiant personol mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef ac y byddwch wedi gwneud penderfyniad wrth arfer un o swyddogaethau gweithrediaeth neu fwrdd, rhaid i chi mewn perthynas â'r busnes hwnnw sicrhau bod unrhyw ddatganiad ysgrifenedig ynghylch y penderfyniad hwnnw'n cofnodi bodolaeth a natur eich buddiant.

(4) Rhaid i chi, mewn cysylltiad â buddiant personol nas datgelwyd eisoes, cyn cyfarfod neu'n syth ar ôl diwedd cyfarfod pan ddatgelir y buddiant yn unol ag is-baragraff 11(1), roi hysbysiad ysgrifenedig i'ch awdurdod yn unol ag unrhyw ofynion a nodir gan swyddog monitro eich awdurdod, neu mewn perthynas â chyngor cymuned, swyddog priodol eich awdurdod o bryd i'w gilydd ond, rhaid cynnwys o leiaf —

(a) manylion am y buddiant personol;

(b) manylion am y busnes y mae'r buddiant personol yn gysylltiedig ag ef; ac

(c) eich llofnod.

(5) Pan fydd eich swyddog monitro wedi cytuno bod yr wybodaeth sy'n ymwneud â'ch buddiant personol yn wybodaeth sensitif, yn unol â pharagraff 16(1), mae eich rhwymedigaethau o dan y paragraff 11 hwn i ddatgelu'r cyfryw wybodaeth, p'un ai ar lafar neu'n ysgrifenedig, i'w disodli gan rwymedigaeth i ddatgelu bodolaeth buddiant personol ac i gadarnhau bod eich swyddog monitro wedi cytuno bod y cyfryw fuddiant personol o natur gwybodaeth sensitif.

(6) At ddibenion is-baragraff (4), dim ond os bod hysbysiad ysgrifenedig wedi ei ddarparu yn unol â'r cod hwn ers y dyddiad diwethaf pryd yr etholwyd chi, y penodwyd chi neu yr enwebwyd chi'n aelod o'ch awdurdod y bernir bod buddiant personol wedi ei ddatgelu eisoes.

(7) At ddibenion is-baragraff (3), os na ddarperir hysbysiad ysgrifenedig yn unol â'r paragraff hwnnw bernir na fyddwch wedi datgan buddiant personol yn unol â'r cod hwn.

Buddiannau sy'n Rhagfarnu

12.—(1) Yn ddarostyngedig i is-baragraff (2) isod, os bydd gennych fuddiant personol mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef bydd gennych hefyd fuddiant sy'n rhagfarnu yn y busnes hwnnw os bydd y buddiant yn un y bydd yn rhesymol i aelod o'r cyhoedd sy'n gwybod y ffeithiau perthnasol fod o'r farn ei fod mor arwyddocaol fel y bydd yn debygol o ragfarnu eich barn ynghylch buddiant cyhoeddus.

(2) Yn ddarostyngedig i is-baragraff (3), nid ystyrir bod gennych fuddiant sy'n rhagfarnu mewn unrhyw fusnes os bydd y busnes hwnnw—

(a) yn gysylltiedig—

(i) ag awdurdod perthnasol arall yr ydych hefyd yn aelod ohono;

(ii) ag awdurdod cyhoeddus arall neu gorff sy'n arfer swyddogaethau o natur gyhoeddus lle yr ydych mewn safle rheolaeth neu reoli cyffredinol;

(iii) â chorff yr ydych wedi cael eich ethol, eich penodi neu eich enwebu gan eich awdurdod i fod arno;

(iv) â'ch rôl fel llywodraethwr ysgol (os na chawsoch eich penodi neu eich enwebu gan eich awdurdod) oni bai bod y busnes yn benodol gysylltiedig â'r ysgol yr ydych yn un o'i llywodraethwyr;

(v) â'ch rôl fel aelod o Fwrdd Iechyd Lleol os na chawsoch eich penodi neu eich enwebu gan eich awdurdod i fod arno;

(b) yn gysylltiedig:

(i) â swyddogaethau tai eich awdurdod os oes gennych denantiaeth neu les gyda'ch awdurdod, ar yr amod nad oes arnoch i'ch awdurdod ôl-ddyledion rhent o fwy na deufis, ac ar yr amod nad yw'r swyddogaethau hynny'n ymwneud yn arbennig â'ch tenantiaeth neu â'ch les;

(ii) â swyddogaethau eich awdurdod mewn cysylltiad â phrydau ysgol, cludiant a threuliau teithio, os ydych chi'n warchodwr, yn rhiant, yn fam-gu neu'n nain neu'n dad-cu neu'n daid, neu os oes gennych gyfrifoldeb rhiant (fel y'i diffinnir yn adran 3 o Deddf Plant 1989) dros blentyn sy'n cael addysg lawnamser, onid yw'r busnes yn benodol gysylltiedig â'r ysgol y mae'r plentyn hwnnw'n ei mynychu;

(iii) â swyddogaethau eich awdurdod mewn cysylltiad â thâl salwch statudol o dan Ran XI o Ddeddf Cyfraniadau a Budd-daliadau Nawdd Cymdeithasol 1992, os ydych yn cael, neu os oes gennych hawl i gael, taliad o'r fath gan eich awdurdod;

"(iv) â swyddogaethau eich awdurdod mewn cysylltiad â lwfans neu daliad a wneir yn unol â darpariaethau Rhan 8 o Fesur Llywodraeth Leol (Cymru) 2011, neu lwfans neu bensiwn a ddarperir o dan adran 18 o Ddeddf Llywodraeth Leol a Thai 1989;

(c) yn gysylltiedig â'ch rôl fel cynghorydd cymunedol mewn perthynas â grant, benthyciad neu fath arall ar gymorth ariannol a wnaed gan eich cyngor cymuned i gyrrff cymunedol neu wirfoddol hyd at uchafswm o £500.

(3) Nid yw'r esemptiadau yn is-baragraff (2)(a) yn gymwys os yw'r busnes yn gysylltiedig â dyfarnu ar unrhyw gymeradwyaeth, cydsyniad, trwydded, caniatâd neu gofrestrriad.

Pwyllgorau Trosolygu a Chraffu

13. Bydd gennych hefyd fuddiant sy'n rhagfarnu mewn unrhyw fusnes sydd gerbron un o bwyllgorau trosolygu a chraffu eich awdurdod (neu un o is-bwyllgorau pwyllgor o'r fath) —

(a) os bydd y busnes hwnnw'n gysylltiedig â phenderfyniad a wnaed (p'un a gafodd ei weithredu ai peidio) neu gam a gymerwyd gan weithrediaeth, bwrdd, neu un arall o bwyllgorau, is-bwyllgorau, cyd-bwyllgorau neu o gyd-is-bwyllgorau eich awdurdod; a

(b) os oeddech chi, ar yr adeg pan wnaed y penderfyniad neu pan gymerwyd y cam, yn aelod o'r weithrediaeth, y bwrdd, y pwyllgor, yr is-bwyllgor, y cyd-bwyllgor neu'r cyd-is-bwyllgor a grybwyllir yn is-baragraff (a) a'ch bod chi'n bresennol pan wnaed y penderfyniad hwnnw neu pan gymerwyd y cam hwnnw.

Cyfrannu mewn Perthynas â Datgelu Buddiannau

14.—(1) Yn ddarostyngedig i is-baragraffau (2), (2A), (3) a (4), os bydd gennych fuddiant sy'n rhagfarnu mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef rhaid i chi, oni roddwyd i chi olyngiad gan bwyllgor safonau eich awdurdod —

(a) ymadael â'r ystafell, y siambr neu'r man lle y mae cyfarfod i ystyried y busnes yn cael ei gynnal—

(i) pan fo is-baragraff (2) yn gymwys, yn syth ar ôl i'r cyfnod ar gyfer gwneud cynrychioliadau, ateb cwestiynau neu roi tystiolaeth sy'n ymwneud â'r busnes ddod i ben a beth bynnag cyn i ystyriaeth bellach o'r busnes ddechrau, p'un a ganiateir i'r cyhoedd aros yn bresennol ar gyfer y cyfryw ystyriaeth ai peidio; neu

(ii) mewn unrhyw achos arall, pa bryd bynnag y daw i'r amlwg bod y busnes hwnnw'n cael ei ystyried yn y cyfarfod hwnnw;

(b) peidio ag arfer swyddogaethau gweithrediaeth neu fwrdd mewn perthynas â'r busnes hwnnw;

(c) peidio â cheisio dylanwadu ar benderfyniad ynghylch y busnes hwnnw;

(ch) peidio â gwneud unrhyw gynrychioliadau ysgrifenedig (p'un ai drwy lythyr, neges ffacs neu ar ryw ffurf arall ar gyfathrebu electronig) mewn perthynas â'r busnes hwnnw; a

(d) peidio â gwneud unrhyw gynrychioliadau llafar (p'un ai'n bersonol neu ar ryw ffurf ar gyfathrebu electronig) mewn cysylltiad â'r busnes hwnnw neu rhaid i chi roi'r gorau ar unwaith i wneud y cyfryw gynrychioliadau llafar pan ddaw'r buddiant sy'n rhagfarnu i'r amlwg.

(2) Os oes gennych fuddiant sy'n rhagfarnu mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef cewch fod yn bresennol mewn cyfarfod ond dim ond er mwyn gwneud cynrychioliadau, ateb cwestiynau neu roi tystiolaeth sy'n ymwneud â'r busnes, ar yr amod y caniateir hefyd i'r cyhoedd fod yn bresennol yn y cyfarfod i'r un diben, p'un ai o dan hawl statudol neu fel arall.

(2A) Os oes gennych fuddiant sy'n rhagfarnu mewn unrhyw fusnes y mae a wnelo eich awdurdod ag ef cewch gyflwyno cynrychioliadau ysgrifenedig i gyfarfod sy'n ymwneud â'r busnes hwnnw, ar yr amod y caniateir i'r cyhoedd fod yn bresennol yn y cyfarfod at y diben o wneud cynrychioliadau, ateb cwestiynau neu roi tystiolaeth sy'n ymwneud â'r busnes, pa un ai o dan hawl statudol neu fel arall.

(2B) Pan fyddwch yn cyflwyno cynrychioliadau ysgrifenedig o dan is-baragraff (2A), rhaid i chi gydymffurfio ag unrhyw weithdrefn y caiff eich awdurdod ei fabwysiadu ar gyfer cyflwyno cynrychioliadau o'r fath.

(3) Nid yw is-baragraff (1) yn eich rhwystro rhag bod yn bresennol a chyfrannu mewn cyfarfod

(a) os gofynnir i chi fod yn bresennol mewn cyfarfod pwyllgor trosolwg neu graffu, gan y cyfryw bwyllgor ac yntau'n arfer ei bwerau statudol; neu

(b) os oes gennych y fantais o fod gollyngiad wedi ei roi i chi ar yr amod—

(i) eich bod yn datgan yn y cyfarfod eich bod yn dibynnu ar y gollyngiad; a

(ii) eich bod, cyn y cyfarfod neu'n syth ar ôl i'r cyfarfod orffen, yn rhoi hysbysiad ysgrifenedig i'ch awdurdod a bod hwnnw'n cynnwys —

(aa) manylion y buddiant sy'n rhagfarnu;

(bb) manylion y busnes y mae'r buddiant sy'n rhagfarnu'n gysylltiedig ag ef;

(cc) manylion y gollyngiad a'r dyddiad pryd y'i rhoddwyd; a

(chch) eich llofnod.

(4) Os bydd gennych fuddiant sy'n rhagfarnu a'ch bod yn gwneud cynrychioliadau ysgrifenedig neu lafar i'ch awdurdod gan ddibynnu ar ollyngiad, rhaid i chi ddarparu manylion am y gollyngiad o fewn unrhyw gynrychioliad ysgrifenedig neu lafar o'r fath ac, yn yr achos olaf hwn, rhaid i chi ddarparu hysbysiad ysgrifenedig ar gyfer eich awdurdod o fewn 14 o ddiwrnodau ar ôl gwneud y cynrychioliad.

RHAN 4 COFRESTR BUDDIANNAU AELODAU

Cofrestru Buddiannau Personal

15.—(1) Yn ddarostyngedig i is-baragraff (4), rhaid i chi, o fewn 28 o ddiwrnodau ar ôl—

(a) i god ymddygiad eich awdurdod gael ei fabwysiadu neu i ddarpariaethau gorfodol y cod enghreifftiol hwn gael eu cymhwyso i'ch awdurdod; neu

(b) i chi gael eich ethol neu eich penodi i swydd (os digwydd hynny'n ddiweddarach),

gofrestru eich buddiannau personol, os ydynt yn dod o fewn categori a grybwyllir ym mharagraff 10(2)(a), yng nghofrestr eich awdurdod o fuddiannau'r aelodau drwy ddarparu hysbysiad ysgrifenedig ar gyfer swyddog monitro eich awdurdod.

(2) Yn ddarostyngedig i is-baragraff (4), rhaid i chi, o fewn 28 o ddiwrnodau ar ôl dod yn ymwybodol o unrhyw fuddiant personol newydd sy'n dod o fewn categori a grybwyllir ym mharagraff 10(2)(a), gofrestru'r buddiant personol newydd hwnnw yng nghofrestr eich awdurdod o fuddiannau'r aelodau drwy ddarparu hysbysiad ysgrifenedig ar gyfer swyddog monitro eich awdurdod.

(3) Yn ddarostyngedig i is-baragraff (4), rhaid i chi, o fewn 28 o ddiwrnodau ar ôl dod yn ymwybodol o unrhyw newid i fuddiant personol a gofrestrwyd sy'n dod o fewn categori a grybwyllir ym mharagraff 10(2)(a), gofrestru'r newid hwnnw yng nghofrestr eich awdurdod o fuddiannau'r aelodau drwy ddarparu hysbysiad ysgrifenedig ar gyfer swyddog monitro eich awdurdod, neu, yn achos cyngor cymuned, swyddog priodol eich awdurdod.

(4) Nid yw is-baragraffau (1), (2) a (3) yn gymwys i wybodaeth sensitif a benderfynir yn unol â pharagraff 16(1).

(5) Nid yw is-baragraffau (1) a (2) yn gymwys os ydych yn aelod o awdurdod perthnasol sy'n gyngor cymuned pan fyddwch yn gweithredu yn eich capasiti fel aelod o awdurdod o'r fath.

(6) Pan fyddwch yn datgelu buddiant personol yn unol â pharagraff 11 am y tro cyntaf, rhaid i chi gofrestru'r buddiant personol hwnnw yng nghofrestr eich awdurdod o fuddiannau'r aelodau drwy ddarparu hysbysiad ysgrifenedig ar gyfer swyddog monitro eich awdurdod, neu, yn achos cyngor cymuned, swyddog priodol eich awdurdod.

Gwybodaeth sensitif

16.—(1) Os byddwch yn ystyried bod yr wybodaeth sy'n ymwneud ag unrhyw un neu rai o'ch buddiannau personol yn wybodaeth sensitif, a bod swyddog monitro eich awdurdod yn cytuno, nid oes angen i chi gynnwys yr wybodaeth honno pan fyddwch yn cofrestru'r buddiant hwnnw, neu, yn ôl y digwydd, newid i'r buddiant o dan baragraff 15.

(2) Rhaid i chi, o fewn 28 o ddiwrnodau ar ôl i chi ddod yn ymwybodol o unrhyw newid yn eich amgylchiadau sy'n golygu nad yw gwybodaeth sydd wedi ei heithrio o dan is-baragraff (1) mwyach yn wybodaeth sensitif, hysbysu swyddog monitro eich awdurdod, neu mewn perthynas â chyngor cymuned, swyddog priodol eich awdurdod gan ofyn am i'r wybodaeth gael ei chynnwys yng nghofrestr buddiannau aelodau eich awdurdod.

(3) Yn y cod hwn, ystyr "gwybodaeth sensitif" ("*sensitive information*") yw gwybodaeth y mae ei rhoi ar gael i'w harchwilio gan y cyhoedd yn creu, neu'n debygol o greu, risg ddifrifol y gallech chi neu berson sy'n byw gyda chi fod yn destun trais neu fygythion.

Cofrestru Rhoddion a Lletygarwch

17. Rhaid i chi, o fewn 28 o ddiwrnodau ar ôl i chi gael unrhyw rodd, lletygarwch, buddiant materol neu fantais faterol, sy'n fwy na gwerth a bennir mewn penderfyniad gan eich awdurdod, ddarparu hysbysiad ysgrifenedig ar gyfer swyddog monitro eich awdurdod, neu mewn perthynas â chyngor cymuned, swyddog priodol eich awdurdod yn nodi bodolaeth a natur y rhodd honno, y lletygarwch hwnnw, y buddiant materol hwnnw neu'r fantais faterol honno.

APPENDIX 3



Declaration of Acceptance of Office Datganiad Derbyn Swydd

I, VINCENT PETER DRISCOLL having been elected to the office of Member of the Vale of Glamorgan Council declare that I take that office upon myself, and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability.

Yr wyf i a minnau wedi fy ethol i swydd Aelod o Gyngor Bro Morgannwg, yn datgan fy mod yn cymryd amaf fy hun y swydd honno, ac y byddaf yn cyflawni dyletswyddau'r swydd yn briodol ac yn ffyddlon hyd eithaf fy marn a'm gallu.

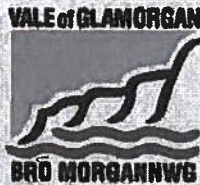
I undertake to observe the Code for the time being as to the conduct which is expected of Members of the Vale of Glamorgan Council and which may be revised from time to time.

Yr wyf yn ymrwymo i barchu'r Cod ymddyglad a ddisgwyll oddi wrth aelodau o Gyngor Bro Morgannwg ac sy'n bodoli am y tro ac a allai gael ei adolygu o dro i dro.

Signed / Llofnodwyd : [Signature] Date / Dyddiad : 9 - May 2017

This declaration was made and signed before me,
Cafodd y datganiad hwn ei wneud a'i lofnodi ger fy mron,

Signed / Llofnodwyd : [Signature]
Proper Officer of the Council
Swyddog Priodol y Cyngor



Declaration of Acceptance of Office Datganiad Derbynn Swydd

I, Vince Driscoll..... having been elected to the office of Member of the Vale of Glamorgan Council declare that I take that office upon myself, and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability.

Yr wyf ia minnau wedi fy ethol i swydd Aelod o Gyngor Bro Morgannwg, yn datgan fy mod yn cymryd amaf fy hun y swydd honno, ac y byddaf yn cyflawni dyletswyddau'r swydd yn briodol ac yn ffyddlon hyd eithaf fy marn a'm gallu.

I undertake to observe the Code for the time being as to the conduct which is expected of Members of the Vale of Glamorgan Council and which may be revised from time to time.

Yr wyf yn ymrwymo i barchu'r Cod ymddygiad a ddisgwylir oddi wrth aelodau o Gyngor Bro Morgannwg ac sy'n bodoli am y tro ac a allai gael ei adolygu o dro i dro.

Signed / Llofnodwyd : [Signature] Date / Dyddiad : 10-5-2022

This declaration was made and signed before me,
Cafodd y datganiad hwn ei wneud a'i lofnodi ger fy mron,

Signed / Llofnodwyd : [Signature]
Proper Officer of the Council
Swyddog Priodol y Cyngor



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT BARN SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE as follows :

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BACON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BACON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

~~28~~ LAND IN REAR OF 50 HOLTON RD
 50 HOLTON RD DARTMOUTH
 30 ROBERT ST DARTMOUTH
~~28~~ 45 RICHARD ST DARTMOUTH
 29 KINGSLAND COLES

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

NIL

(b) public authority or body exercising functions of a public nature

DINAS POWYS COMMUNITY COUNCIL

(c) company, industrial and provident society, charity or body directed to charitable purposes

NIL

(d) body whose principal purposes includes the influence of public opinion or policy

WELSH CONSERVATIVE PARTY

(e) Trade Union or professional association

NIL

(f) private club, society or association operating within the Authority area.

DINAS POWYS BY-PASS STEERING GROUP

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. Driscoll

Date 01.06.17

RECEIVED

Monitoring Officer D. Marles

Date 01.06.17



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of any Changes to Registered, Financial and Other Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of changes to your interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' in the spaces where no changes have taken place. Please remember that you still have to declare at a meeting any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT PARK SUNNYCROFT
LANE DINAS POWYS CF64 4AP

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE that I have the following changes to my interests registered by
 you:

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY AND OFFICE RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BRACKEN CO LTD

PRINCE RESOURCING 1st MARCH 2019
JULY 2019

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area,

(i) in which you hold a position of general control or management and / or

(ii) in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BRACKEN CO

PRINCE RESOURCING

(e) Describe any contract for goods, services or works made between the

Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

LAND AT LEAN DE RD HOLTON RD Barry
 50 HOLTON RD Barry UNIT 5 BIGUP HOUSE
 30 ROBERT ST Barry TY VILLAS RD EST Barry
 45 RICHARD ST 26 KINGSLAND Crescent Barry

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

N/A

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

N/A

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

N/A

- (b) public authority or body exercising functions of a public nature

DINAS POWYS COMMUNITY COUNCIL

(c) company, industrial and provident society, charity or body directed to charitable purposes

N/A

(d) body whose principal purposes includes the influence of public opinion or policy

WELSH CONSERVATIVE PARTY

(e) Trade Union or professional association

N/A

(f) private club, society or association operating within the Authority area.

DINAS POWYS LTC 1/APRIL/2020 ONWARDS
DINAS POWYS BY PASS STEERING GROUP

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. P.Driscoll

Date 4th May 2022

RECEIVED

Monitoring Officer D. Marles

Date 4th May 2022

NB.

Albeit for the purposes of the Register, Members interests which fall within paragraph 18.3.1(b)(ii), of the Council's Constitution are not required to be registered on this form. Members are however, reminded that because of (b)(ii) such interests, in addition to the requirements of paragraph 18.3.1(b)(i) within the Constitution, would need to be declared at meetings of the Council, when business is being discussed, and that the relevant disclosure of Members' interests form is completed and returned to Democratic Services

APPENDIX 4

Our ref: 202200739/SJ/LS

Ask for: Sarah Jones

☎ 01656 644238

Date: 16 June 2022

✉ Sarah.Jones
@ombudsman.wales

PERSONAL & CONFIDENTIAL

Councillor Vincent Driscoll
Sunnycroft Farm
Sunnycroft Lane
Dinas Powys
CF64 4QP

By email only
vpdriscoll@valeofglamorgan.gov.uk

Dear Councillor Driscoll

Code of Conduct referral received from Ms Debbie Marles

The Ombudsman has decided to investigate the referral made by Ms Marles, of which you were informed on 11 May 2022.

I have been asked to carry out the investigation.

The referral will be investigated on the basis that there may have been a failure to comply with the following paragraphs of the Code of Conduct:

- ☐ 4(b) – [Members] must show respect and consideration for others.
- ☐ 4(d) – [Members] must not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, [their] authority.
- ☐ 6(1)(a) – [Members] must not conduct [themselves] in a manner which could reasonably be regarded as bringing [their] office or authority into disrepute.
- ☐ 7(a) – [Members] must not in [their] official capacity or otherwise, use or attempt to use [their] position improperly to confer on or secure for [themselves], or any other person, an advantage or create or avoid for [themselves], or any other person, a disadvantage.

Page 1 of 3

- 7(b) – [Members] must not use, or authorise others to use, the resources of [their] authority:
 - (i) – imprudently
 - (ii) – in breach of [their] authority's requirements
 - (iv) – other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or for the office to which [they] have been elected or appointed.
 - (vi) – improperly for private purpose.
- 15(1)(b) – [Members] must, within 28 days of [their] election or appointment to office register [their] personal interests, where they fall within a category mentioned in paragraph 10(2)(a), in [their] authority's register of members' interests by providing written notification to [their] authority's monitoring officer.
- 15(2) – [Members] must, within 28 days of becoming aware of any new personal interest falling within a category mentioned in paragraph 10(2)(a), register that new personal interest in your authority's register of members' interests by providing written notification to your authority's monitoring officer.

You need not respond to this letter if you do not wish to. However, any comments made at this stage will be taken into consideration. You should bear in mind that your comments may also be disclosed to the referrer or used in any subsequent proceedings.

If my investigation finds that there is a case to answer, I will in due course put to you the evidence I have found, and you may be invited to interview to answer any questions which appear relevant in the light of it.

I have written to notify Ms Marles, as the Monitoring Officer of the Vale of Glamorgan Council and the referrer of this matter, of this investigation and have asked for any relevant information.

The Ombudsman's investigations are conducted in private. You are therefore asked not to contact or discuss the details of the referral with any potential witnesses or persons who may be involved in the matter, whether directly or indirectly, to avoid any prejudice to the investigation. Conduct of this kind may amount to a breach of the Code.

If you consider that specific information should be considered, or witnesses should be contacted by the Ombudsman as part of this investigation please let me know and I will consider your request in light of the remit of the Ombudsman's investigation.

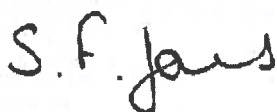
Meeting your needs during our investigation

Please let us know if you need us to adapt the way we communicate with you. If anything makes it difficult for you to engage with us during the investigation, for example, if you have a disability, please contact us to explain how this affects you.

We will consider whether your request is reasonable and appropriate in the circumstances. This is because we need to use public money carefully.

This letter is only being sent electronically. A hard copy will not be sent unless you ask for one.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S.F. Jones', written in a cursive style.

Sarah Jones
Swyddog Ymchwilio/Investigation Officer

APPENDIX 5

Date/Dyddiad 30th November, 2021
Ask for/Gofynwch am Mrs. K. Bowen
Telephone/Rhif ffôn 01446 709856
Your Ref/Eich Cyf
My Ref/Cyf MO/KB/pn
e-mail/e-bost kbowen@valeofglamorgan.gov.uk

The Vale of Glamorgan Council
Civic Offices, Holton Road, Barry CF63 4RU
Telephone: (01446) 700111
Textphone: (01446) 741219

Cyngor Bro Morgannwg
Swyddfeydd Dinesig, Heol Holton, Y Barri CF63 4RU
Rhif ffôn: (01446) 700111
Ffôn testun: (01446) 741219
www.valeofglamorgan.gov.uk
www.bromorgannwg.gov.uk



Councillor V. Driscoll
Sunnycroft Farm
Sunnycroft Lane
DINAS POWYS
CF64 4QP

Dear Councillor Driscoll,

Application for Dispensation

I refer to your application under Section 2 of the Standards Committees (Grant of Dispensations) (Wales) Regulations 2001 to speak and vote on issues involving Holton Road, Barry.

Dispensation was granted to you by the Standards Committee on 25th November, 2021 to **speak only** where issues are raised involving Holton Road, Barry at all meetings of the Vale of Glamorgan Council, in accordance with paragraph (f) of The Standards Committees (Grant of Dispensations) (Wales) Regulations 2001 and granted until the next Local Government elections.

Please note that you are required to declare the interest, should it arise, and refer to the dispensation when the matter associated with the dispensation is raised at meetings of the Vale of Glamorgan Council, and comply with paragraph 18.3.5(d) of the Council's Members' Code of Conduct if you make oral or written representations to the Council.

However, notwithstanding the above decision, should in the future there be matters for discussion at Vale Council meetings relating to Holton Road that you considered you would not have a personal and prejudicial interest in and may wish to vote on, please contact myself or the Deputy Monitoring Officer Victoria Davidson for such further advice.

Yours sincerely,

Karen Bowen *on behalf of*

Ms. D. Marles
Monitoring Officer / Head of Legal and Democratic Services

SC1

THE VALE OF GLAMORGAN COUNCIL STANDARDS COMMITTEE

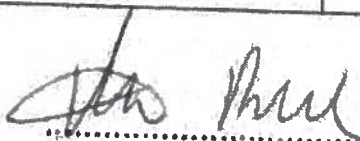


Application for a Dispensation to the Standards Committee under Section 2 of the Standards Committees (Grant of Dispensations) (Wales) Regulations 2001

Name of Councillor	VINCE DRISCOLL
Address	SUNNYCROFT FARM SUNNYCROFT LANE DINAS POWYS CF64 4QP
Name of Member's relevant Authority and Ward	VALE OF GLAMORGAN DINAS POWYS
Nature of Dispensation sought	TO SPEAK + VOTE ON ISSUE1 INVOLVING RETAIL HOLOTON RD BARRY
Date of meeting / issue to be discussed (if known)	N/A
Do you seek a dispensation just for the one meeting or for a longer period? If longer, please state a period. (N.B. All dispensations granted expire at the next Council elections.)	LONGER
Level of dispensation sought (i.e. to speak only or to speak and vote)	SPEAK + VOTE
Relevant paragraph(s) under which dispensation can be granted (See (a) to (j) overleaf)	D + F

Details of the Prejudicial Interest	I AM A DIRECTOR OF A COMPANY THAT OWNS + RENTS OUT RETAIL PREMISES ON HOLTON RD
Details of any Position of responsibility / control held on your Council (e.g. Chairman / Vice-Chairman / Cabinet Member)	NONE
Reason(s) to support the application and why you consider the Standards Committee should grant a dispensation (Use a separate sheet of paper if necessary)	I HAVE A STRONG CONNECTION WITH HOLTON RD. HAVING RUN BUSINESSES THERE FOR NEARLY 40 YEARS I BELIEVE I CAN OFFER ADVICE AND COMMENT ON ISSUES INVOLVING HOLTON RD

SIGNED:



DATED:

23 - SEPT 2021

Each section of the form **MUST** be fully completed.

(N.B. If you are submitting your application form electronically, without a signature, please give written permission for the receiving officer to sign the application form on your behalf. Failure to do this will result in the application being deemed incomplete and returned to the applicant.)

SIGNATURE OF OFFICER (IF APPROPRIATE):

Please return completed form to:
Democratic and Scrutiny Services, Directorate of Resources, Room 26, 1st Floor,
Civic Offices, Holton Road, Barry, CF63 4RU

586 APPLICATIONS FOR DISPENSATION (MO/HLDS) -

The Standards Committee (Grant of Dispensations) (Wales) Regulations 2001 permitted Members to apply to the Standards Committee to speak, and if appropriate, to vote on issues which due to prejudicial interests, they might not otherwise be able to speak or vote on or remain in the room. An application for dispensation from Councillor V.P. Driscoll had been included within the agenda and the Chair had agreed, with the Committee's permission, to consider three applications from Councillor L. Burnett. The applications were as follows:

Councillor V.P. Driscoll – to speak and vote on issues involving Holton Road, Barry.

From: Beavis, Shelley A
To: Beavis, Shelley A
Subject: FW: Cllr. Vincent Peter Driscoll
Date: 28 June 2022 12:19:27
Attachments: image004.png

From: [REDACTED]
Sent: 22 March 2022 11:24
To: Phillips, David [REDACTED]
Subject: RE: Cllr. Vincent Peter Driscoll

Good Morning David,

Hope you are well!

I have reviewed the documentation you had provided to me.

Concerns were raised in relation to the sitting councillors conduct in relation to Coronavirus Business grant. As a result you found some discrepancies in those application and in turn you liaised with the Welsh Government Fraud Office, who concluded that no further action was to be taken in respect of the Coronavirus Business grant.

Having said that, of the 13 Coronavirus Business grant application 6 were paid and 7 rejected. This would demonstrate that the checks and balance do appear to work for the Vale of Glamorgan.

As a result, the decision is that we will not proceed with an investigation, and the most appropriate outcome in accordance with the Fraud Investigation Model (FIM) is for the local authority to make a decision on whether they wish to refer this matter to the most appropriate regulatory authority.

Once again thank you for bring this matter to our attention.

Kind regards

Tyrone



SOUTH WALES
POLICE
HEDDLU
DE CYMRU

Tyrone PEACH



50c Holton Road
Barry
CF63 4HE

Fresh Bacon Co Ltd (Baguette Shop)

NNDR Business Rates

On 07/04/20, Councillor Vincent Driscoll submitted a NNDR Coronavirus Business Grant Application, reference number: 75A292D07042020. If successful, this grant application would have resulted in a £10,000 grant payment.

The application was for a Baguette Shop at the 50c Holton Road location. At the time of the application, the NNDR Team who were administering the grant payments, were unaware that Fresh Bacon Co Ltd (Baguette Shop) were occupants of the location. It was believed that Life Changing Ministries International (LCMI) were the occupants of the premises at this time.

On 24/04/20, Councillor Driscoll contacted a member of the NNDR Team via his Councillor Vale of Glamorgan email address, to check the progress of his application at this point, Councillor Driscoll advises he took over occupation of the property after the previous tenants LCMI defaulted, 10/03/20.

Based on the information provided by Councillor Driscoll, Fresh Bacon Co Ltd now became liable for the empty property rates payable at 50c Holton Road from the date of 11/03/20, when Councillor Driscoll stated he had taken possession of the property, as per Section 45 of the Local Government Finance Act.

The Baguette Shop business in which the grant application was made, was never opened to the public and never traded, and as such, never became liable for NNDR.

The annual rateable value for 50c Holton Road is £7300, the gross rate taking into account small business reduction, £3905.50.

For the period 11/03/20 – 01/09/20, Councillor Driscoll (Fresh Bacon Co Ltd) was billed for £1857.42 for empty property rates.

50c Holton Road was leased to another company (Basha Baguette), 01/09/20.

Fresh Bacon Co Ltd is a registered company in which Councillor Vincent Driscoll and his spouse are the only directors. Along with 50c Holton Road, there are a further fourteen rental units at the 50 Holton Road location, with Fresh Bacon Co Ltd being the landlord and owner of the property. These units are rented out by Fresh Bacon Co Ltd to a cross section of businesses, with the tenants having overall responsibility for any associated NNDR payments.

Fresh Bacon Co Ltd would be responsible for empty property payments if any units remained empty, as per Section 45 of the Local Government Finance Act.

APPENDIX 6



Llywodraeth Cymru
Welsh Government

PRESS RELEASE

Grants to start reaching businesses

Businesses will start receiving emergency coronavirus grants by the middle of next week, Economy, Transport and North Wales Minister Ken Skates confirmed today.

First published: 26 March 2020

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This was published under the 2016 to 2021 administration of the Welsh Government



Welsh Government is developing a further package of support for the business community to help it deal with the impact of the outbreak. Further details will be available on Monday.

Last week, Welsh Government announced a £1.4 billion package of support for businesses in Wales.

All retail, leisure and hospitality businesses in Wales occupying properties with a rateable value of between £12,001 and £51,000 will receive a grant of £25,000.

This will mean around 8,500 shops, restaurants, cafes, bars, pubs, cinemas, live music venues, hotels, guest and boarding houses and self-catering accommodation will receive funding.

A £10,000 grant will be available to a further 63,500 businesses in Wales, which are eligible for small business rates relief and have a rateable value of £12,000 or less.

The business grants will be distributed by local authorities on behalf of Welsh Government.

Economy, Transport and North Wales Minister, Ken Skates said:

- “ Our commitment to supporting businesses through these incredibly difficult times is unwavering.
- “ This announcement provides the assurance the business community needs that urgent funds committed by the Welsh Government will reach them quickly.
- “ We have cut the red tape so the process of accessing the grants will be easier – only essential information is needed from businesses to receive the funding. Firms can access it in a simple and speedy way through our Business Wales website.
- “ We are continuing to develop our support for businesses, including the self-employed, as we work to manage the unprecedented impact of this pandemic.
- “ We will do all we can to ensure that a good business today will be a good business next year.
- “ I want to thank local authorities and the Welsh Local Government Association for their support in administering these grants. This is another great example of partners coming together in a time of national crisis for the greater good. ”

Councillor Anthony Hunt, the Welsh Local Government Association's finance spokesperson said:

- “ We know this is an exceptionally anxious time for everyone, with businesses in particular being hit hard by uncertainty.

“ Councils are eager to support the Welsh Government to deliver this financial assistance as urgently as possible. We ask firms to apply online as soon as possible to allow local authorities to process all payments. ”

Local authority web pages are up and running or being developed to ensure funding is made available quickly. Further information about how businesses can access this funding is available on the **Business Wales website** (<https://businesswales.gov.wales/coronavirus-advice>).

RELATED

Coronavirus (COVID-19) (<https://www.gov.wales/coronavirus>)

Covid-19 Grants for Businesses in Wales linked to Non-Domestic Rates (NDR)

Scheme Guidance

As part of the fiscal stimulus package to support businesses in Wales through the Covid-19 pandemic, Welsh Ministers have introduced two non-repayable grant instruments that are linked to non-domestic properties. Throughout the following, the term 'properties' should be taken to refer to hereditaments recorded on the non domestic rating list for Wales.

The aim for both grant schemes is to get financial support to eligible businesses and not-for-profit organisations as soon as possible to help them remain viable.

Local authorities have indicated their willingness to support the response and recovery effort by administering these grants in Wales alongside enhanced year-long rates relief for certain retail, leisure and hospitality businesses who qualify for 2020/21.

This provides guidance about the operation and delivery of the NDR-linked Covid-19 grants. The expanded rates relief scheme is covered by a separate guidance document.

Both Grant Schemes will only apply to properties that were on the NDR rating list on 20 March 2020. If the ratepayer is not on the list at this date, it will be at the discretion of the individual local authority as to whether the business should be eligible for a grant.

The decision to provide the grant ultimately lies at the discretion of the local authority and should be based on the overriding principle of the scheme of providing support to businesses negatively impacted.

Grant 1

A grant of £25,000 is being made available for **retail, leisure and hospitality businesses** occupying properties with a rateable value of between £12,001 and £51,000.

It is estimated that there are up to 8,500 eligible properties in Wales, entailing a fund of around £214m.

The Welsh Government has produced guidance for expanded Covid-19 rates relief for occupied retail, leisure and hospitality properties .

That guidance lists the properties that will benefit from the relief as being wholly or mainly used:

- As shops, restaurants, cafes, drinking establishments, cinemas and live music venues
- For assembly and leisure
- As hotels, guest and boarding premises and self-catering accommodation.

The guidance provides a detailed list of the hereditaments that are eligible under the above categories. It also provides a list of hereditaments that are not eligible. The relief is available to not-for-profit organisations occupying eligible properties, e.g. charity shops, including those already eligible for partial mandatory relief on those properties.

In administering Grant 1, the Welsh Government and the administering local authorities will apply very similar eligibility definitions for qualifying retail, leisure and hospitality hereditaments.

As of 20 April 2020, in relation to self-catering accommodation, properties will not be eligible for grant unless the following criteria are met:

- The self-catering accommodation can produce two years of trading accounts directly preceding the current financial year of the business
- The self-catering accommodation must actually have been let for a period of 140 days or more in the financial year 2019-20
- The self-catering accommodation business must be the primary source of income for the owner (minimum threshold is 50%).

Local authorities have full discretion to request and examine trading business accounts, booking lists and self-assessment tax returns submitted to HMRC for the financial year ending 31 March 2019 if additional evidence is required to demonstrate that this criteria is met. In cases where local authorities have decided to request additional evidence and the evidence shows that the scheme criteria are not met, local authorities are required to withhold payment of grant.

In addition, a small number of exclusions will apply, based on the **Welsh Government's guidance for Permanent Small Business Rates Relief Scheme for Wales (2019)**. These exceptions include:

- Hereditaments occupied by a council, a police and crime commissioner, or the Crown
- Beach huts
- Hereditaments used exclusively for the display of advertisements, parking of motor vehicles, sewage works or electronic communications apparatus (e.g. ATMs).

The multiple property restriction which applies to the Small Business Rates Relief scheme does not apply to Grant 1. All properties fulfilling the eligibility criteria will be able to access the grant funding.

Each local authority will use the criteria and guidance outlined above to identify qualifying businesses in their area based on information they already hold from administering the NDR system. Each local authority will then:

- Notify each qualifying business in their area of their eligibility for a grant (either in writing – electronically, by post or both – or via press notice including distribution via digital and social media communication channels)
- Collect any additional information required from that business to enable processing and payment of the grant (eg. bank account details where these are not already held through pre-existing systems)
- Pay the grant to the eligible recipient business, preferably via direct transfer to their bank account

Recognising the unprecedented need for pace of delivery, the Welsh Government will release funds to each local authority to enable them to award grants. An initial, advance payment will be made and thereafter local authorities will draw down funds in further tranches from the Welsh Government as the grants are deployed. The funding arrangements will be set out in grant offer letters to authorities.

Local authorities will retain appropriate records of grant payments made and will report these to the Welsh Government in a format and on a frequency to be agreed.

Grant 2

A £10,000 grant to all businesses eligible for small business rates relief (SBRR) in Wales with a rateable value of £12,000 or less. It is estimated that there are up to 63,500 eligible properties in Wales, entailing a fund of around £635m.

The multiple property restriction applied to the Small Business Rates Relief scheme applies to this grant. Therefore the same ratepayer may only receive the grant for a maximum of two properties in each local authority.

And

A £10,000 grant to all ratepayers eligible for charitable relief and Community Amateur Sports Clubs (CASC) relief, operating in the retail, leisure and hospitality sectors occupying properties with a rateable value of £12,000 or less. Local authorities have discretion to provide grants to not-for-profit bodies they consider to be operating for charitable purposes but aren't currently receiving charitable relief or CASC relief. This discretion will only apply to not-

for-profit organisations who are in receipt of or have entitlement to discretionary rates relief and operate in the retail, leisure or hospitality sectors.

The multiple property restriction applied to the Small Business Rates Relief scheme applies to this grant. Therefore the same ratepayer may only receive the grant for a maximum of two properties in each local authority. This multiple property restriction also applies to charities and CASC.

As of 20 April 2020, in relation to self-catering accommodation, properties will not be eligible for grant unless the following criteria are met:

- The self-catering accommodation can produce two years of trading accounts directly preceding the current financial year of the business
- The self-catering accommodation must actually have been let for a period of 140 days or more in the financial year 2019-20
- The self-catering accommodation business must be the primary source of income for the owner (minimum threshold is 50%)

Local authorities have full discretion to request and examine trading business accounts, booking lists and self-assessment tax returns submitted to HMRC for the financial year ending 31 March 2019 if additional evidence is required to demonstrate that this criteria is met. In cases where local authorities have decided to request additional evidence and the evidence shows that the scheme criteria are not met, local authorities are required to withhold payment of grant.

Each local authority will use these criteria to identify qualifying businesses as of 20 March 2020 in their area, based on information they already hold from administering the NDR system and SBRR scheme. Each local authority will then:

- Notify each qualifying business in their area of their eligibility for a grant (either in writing – electronically, by post or both – or via press notice including distribution via digital and social media communication channels)
- Collect any additional information required from that business to enable processing and payment of the grant (eg. bank account details where these are not already held on pre-existing systems)
- Pay the grant to the eligible recipient business, preferably via direct transfer to their bank account

All childcare providers that currently receive 100% Small Business Rates Relief should receive the £10,000 grant.

Recognising the need for pace of delivery, the Welsh Government will transfer funds to each local authority to enable them to award grants. An initial,

advance payment will be made and thereafter local authorities will draw down funds in further tranches from the Welsh Government as the grants are deployed in line with the schedule set out in grant offer letters.

Local authorities will retain appropriate records of grant payments made and will report these to the Welsh Government in a format and on a frequency to be agreed.

APPENDIX 7

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Vincent DRISCOLL

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Total number of appointments 1

Date of birth

February 1959

FRESH BACON COMPANY LIMITED (03085852)

Company status **Active**

Correspondence address

6 Raleigh Walk, Waterfront 2000, Brigantine Place, Cardiff, Wales, CF10 4LN

Role **Active Director**

Appointed on **1 August 2011**

Nationality **British**

Country of residence **Wales**

Occupation **Director**

Tell us what you think of this service (<https://www.smartsurvey.co.uk/s/getcompanyinformation/>) Is there anything wrong with this page? ([/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/officers/KC3WXoePK83r4PJSU670zFW2V2Q/appointments](https://help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/officers/KC3WXoePK83r4PJSU670zFW2V2Q/appointments))

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APPENDIX 8

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD A CHOPI SWYDDOGOL O FEWN YSTYR ADRAN 67 O DDEDDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

- 3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.
- 4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.

NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.

- 5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.
- 6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 24 August 2007
Term : 15 Years from 24 August 2007
Parties : (1) Kimberley Suzanne Driscoll
(2) The Fresh Bacon Company
- 7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r
gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December
2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2)
Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

APPENDIX 9

Coronavirus Business Grant Application

Reference number
75A292D07042020

Contact Information

Contact Name
Vince Driscoll

Contact Email Address
[REDACTED]

Contact mobile number
[REDACTED]

Business Premises Address

Business Name
Baguette Shop

Address Line 1
50c Holton Rd

Address Line 2

Town
Barry

Postcode
cf634he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?
Yes

If yes, please provide your company number registered with Companies House
3085852

If no, please provide your sole trader name

Business Rates Information

Is your business premises occupied?

No

Business Rates - Account number (if known)
101539768

Please provide the date you occupied the premises
2020-03-11

Is your business in the retail, leisure and hospitality sector?
Yes

BACs Details

Business Account Name
Fresh Bacon Co

Business Account Number
00477925

Business Sort Code
30-96-52

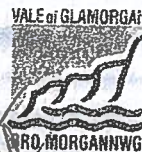
Contact Information

Submitter Full Name
Vince Driscoll

Submitted Date
07/04/2020



Coronavirus Business Grant Application



The most efficient way to complete this application is online at
<https://forms.valeofglamorgan.gov.uk/en/businessgrants>

An online application may also result in your potential grant payment being paid direct into your grant sooner.

NIA
CFC
sent 26.8.17
response

Contact Information

Contact name	[REDACTED]
Contact mobile number	[REDACTED]
Contact e-mail address	[REDACTED]

Business Premise Information

Business Name	FRESH BACON CO LTD
1st line of address	OFFICE 6 2 nd FLOOR
2nd line of address	80 HOLTON RD
Town	BARRY
Postcode	CF63 4HE

Correspondence address (if different from above)

1st line of address	AS ABOVE
2nd line of address	
Town	
Postcode	

Trading information

Are you trading as a Limited Company?	YES
If yes, please provide your company number registered with Companies House	3085852

If no, please provide your sole trader name	
---	--

Business Rates Information

Is your business premises occupied?	YES
Business Rates - Account number (if known)	100302800477
Please provide the date you occupied the premises	1 APR 2017
Is your business in the retail, leisure and hospitality sector?	YES NO

Business Support Grants Fund


The Vale of Glamorgan Council is currently collating business information in response to the Welsh Government announcement that businesses may qualify for a support grant. In order to prepare for potential distribution of grant funding please provide the following supporting document.

Copy of your latest bank statement (showing your sort code and account number and bank account name)	
--	--

BACs details

Business Account Name	FRESH PLANTS LTD
Business Sort Code	30-96-52
Business Account Number	00479925

Completed by:

Full name	VINCENT DRISCOLL	Date	26-June 2020
Signature			

Declaration

The information and signed declaration provided by you for a Coronavirus Business Grant by Welsh Government is being provided on the basis that you are making a truthful declaration that the information you provide is accurate. In declaring that you are a 'business in occupation within the Vale of Glamorgan' entitles you to Coronavirus Business Grant support from Welsh Government. If you falsely provide information which results in an offer and acceptance of a grant to which you are not entitled, then this may subsequently result in legal action being taken against you and legal proceedings will be taken against you to recover any monies provided as part of the Coronavirus Business Grant.

Please complete and return this application along with the supporting document required by e-mail to businessgrants@valeofglamorgan.gov.uk

OR

in the pre-paid envelope provided to Non-Domestic Rates Department, Vale of Glamorgan Council, Civic Offices, Holton Road, Barry, CF63 4RU.

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:21
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: Unit 5 Biglis house Ty Verlon ind Estate

Dear Phil

Hope all is well, Ive been trying to speak with the NNDR dept to no avail. My wife Kim owns the above property and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march, moving to tremorfa in Cardiff. Can you ask a member of the team to phone me on [REDACTED] so to send all correspondence to [REDACTED] Driscoll, Sunnycroft Farm Sunnycroft Lane Dinas Powys CF644Qp.

Regards

Vince Driscoll

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:38
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Vince

When did their lease run until? What was the business name?

Cheers

Phil

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:54
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Phil

Yes Vale Foods, their tenancy ended on the 11 oct 2019, we then let the property to Avondale 2019, who left by mutual agreement on 17th March. We then started to tidy the place up so we could start a new business from there.

Regards

Vince

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:57
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Collins, Lauren <laecollins@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

I think it will boil down to whether they were on the rates system as of 20th March... If they moved to Cardiff they would get the grant there. If they were still on our system then vale would pay the grant. Lauren, is this something you would cross reference with Cardiff NNDR?

They wouldn't be able to claim it twice but would probably be eligible in one or the other.

Cheers

Phil

From: Driscoll, Vincent P (Cllr)
Sent: 24 April 2020 12:28
To: Collins, Lauren <la.collins@valeofglamorgan.gov.uk>
Subject: 50c Holton Rd

Dear Lauren,

Hope you're keeping well and safe. Several weeks ago we applied for the grant on the above shop. We have yet to receive any correspondence. We took possession early March after the previous tenants defaulted. We spent several weeks renovating the premises with a view to open early April. Unfortunately the current situation prevented us from doing so. Are we eligible for the grant?

1

From: Collins, Lauren <la.collins@valeofglamorgan.gov.uk>
Sent: 24 April 2020 14:40
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: 50c Holton Rd

Good afternoon,

All applications that do not match the Business Rates system are being worked on in date order. You will be advised as soon as possible.

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwyydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709289
e-mail / e-bost: la.collins@valeofglamorgan.gov.uk

From: Driscoll, Vincent P (Cllr)
Sent: 24 April 2020 19:17
To: Collins, Lauren
Subject: RE: 50c Holton Rd

Hi Lauren,

Thanks for the reply but I'm a bit confused as this application does not match the Rates System, hence why we received the rates demand.

Regards

Vince

On 5 May 2020, at 11:43, Business Grants <BusinessGrants@valeofglamorgan.gov.uk> wrote:

Dear Sir/Madam,

Thank you for your application. As we are aware that the business address used below has been unoccupied, in line with Welsh Government guidance you will not be eligible for the grant at this premise.

However, I do require some further information for Business Rates purposes. As the owner of the premise and further to your below application, can you please confirm that as of 11.03.2020 the Changing Ministries International's liability at the premise has ceased and therefore you are now liable for the empty rates at the premises?

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwyydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709289
e-mail / e-bost: la.collins@valeofglamorgan.gov.uk

From: Vincent Driscoll <[REDACTED]>
Sent: 05 May 2020 12:39
To: Business Grants
Subject: Re: Business Grant Application - 75A292D07042020

Categories: Reply Sent, LAUREN

Hi Lauren. Thanks for the reply. However as previously stated we are in occupancy of the property. We are renovating and had planned to open early April as a baguette shop. We have spent thousands on this project and believe are entitled to this grant. Yours sincerely. Vince driscoll

Sent from my iPhone

From: Vincent Driscoll <[REDACTED]>
Sent: 05 May 2020 12:42
To: Business Grants
Subject: Re: Business Grant Application - 75A292D07042020

Categories: LAUREN

Hi Lauren. We took possession of this property on the 10 th March. And therefore accept liability for non domestic rates from this date but not for any outstanding rates due. These should be addressed by LCMI. I do believe you have their contact details. Thanks one again. Vince

Sent from my iPhone

From: Business Grants
Sent: 06 May 2020 12:31
To: 'Vincent Driscoll'
Subject: RE: Business Grant Application - 75A292D07042020

Afternoon

Further to your email below and the earlier email received at 12.34 This is to confirm I have set up your liability at the premises from 11 03 20. LCMI will of course be liable for any charge prior to this date

For business rates purposes, a property undergoing renovations is not an occupied property. The property is empty and as such under Section 45 of the Local Government Finance Act, empty rates will be payable on the premise

You are not eligible for this grant.

When the shop is open to the public please inform the business rates department via email to nndr@valeofglamorgan.gov.uk

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwyydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709209
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

APPENDIX 10

From: NATALIE REED <nataliereed@btinternet.com>

To: Business Grants <BusinessGrants@valeofglamorgan.gov.uk>

Sent: Monday, 18 May 2020, 14:45:15 BST

Subject: Re: ADD7EC502042020

Hi

Thank you for your email.

We are confused as to why you have stated that the landlord has said the property is vacant.

We have a lease from the landlord Vince Driscoll which clearly states that Vale Foods 2018 occupies the premises. We have bank statements which clearly show the rent being paid to him.

We left the premises last year to move to a smaller outlet, which did not work out for us. We had two companies who were interested in taking over the premises but this did not happen due to problems with their businesses being set up.

We therefore signed a new lease in January 20 with Vince Driscoll which we have documented evidence of.

The factory was hit by the floods in February this year and have evidence of the insurance company calling out to us to inspect the damage. Mr Driscoll must be confused with the fact that from 28 February we were unable to trade from the factory because of this until we get the insurance paid out so we can get the necessary repairs made in order for us to begin trading again. The insurance company has even agreed to pay the rent to Mr Driscoll whilst we wait for the repairs to be done.

Please advise.

Regards

Natalie

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

BETWEEN:

[REDACTED] of Sunnycroft Farm, Dinas Powys
Telephone: [REDACTED] Fax: [REDACTED]
(the "Landlord")

OF THE FIRST PART

- AND -

Vale Foods 2018 Ltd of Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE
Telephone: [REDACTED] Fax: [REDACTED]
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE, and from time to time altered, expanded or reduced by the Landlord in its sole discretion;

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, on this 27th day of January, 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DUNRAVEN ST

BARRY


(Landlord)


Date: 27th January 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DUNRAVEN ST

BARRY


Signed for and on behalf of
Vale Foods 2018 Ltd (Tenant) by
N Tucker. Date: 27th January 2020

LLOYDS BANK



101A511150CN6AD000002110021001 188 800

FRESH BACON CO LTD
OFFICE 5
2ND FLOOR
50 HOLTEN ROAD
BARRY
CF63 4HE



Your account statement
Statement sheet number: 67
Issue date: 30 April 2020
Page: 1 of 6

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Account number: [REDACTED]

BIC: LOYDGB21553

IBAN: GB68 LOYD [REDACTED]

BUSINESS ACCOUNT
FRESH BACON CO LTD

Account Summary

Balance On 31 March 2020
Total Paid In
Total Paid Out
Balance On 27 April 2020

£200.00

Account Activity

Date	Payment type	Details	Paid out (£)	Paid in (£)	Balance (£)
31 Mar 20		BALANCE BROUGHT FORWARD			
2 Apr 20	Direct Debit	[REDACTED]			
6 Apr 20	Faster Payment	VALE FOOD LTD SW RENT RP4659986446302600 201827 10 04APR20 06:29		100.00	
6 Apr 20	Direct Debit	[REDACTED]			
6 Apr 20	Payment	[REDACTED]			
17 Apr 20	Direct Debit	[REDACTED]			
7 Apr 20	Direct Debit	[REDACTED]			
22 Apr 20	Faster Payment	VALE FOOD LTD SW RENT RP4659987949276500 201827 10 22APR20 11:55		100.00	
27 Apr 20	Faster Payment	[REDACTED]			
27 Apr 20		BALANCE CARRIED FORWARD			

Messages

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APPENDIX 11



Confidential

Internal Audit Report

Authority	Vale of Glamorgan Council
Directorate	Managing Director & Resources
Audit Title	Potential Councillor Conduct Issues - VPD
Audit	2021/22

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Report Distributed To:	Debbie Marles – Monitoring Officer/Head of Legal and Democratic Services Carys Lord – Head of Finance / Section 151 Officer	
Report Produced & Issued By:	David Phillips – Investigation Officer (IO) Joan Davies - Audit Manager	
Report Date	Draft: 11 th October 2021	Final: 6 th December 2021

1. Introduction

- 1.1. On 19th August 2020, at the request of the Head of the Regional Internal Audit Service, the Investigation Officer (IO) was requested to review the National Non-Domestic Rate (NNDR) Coronavirus Business Grant applications received from business units related to 50 Holton Road, Barry, CF63 4HE.
- 1.2. The NNDR & Control Team had previously completed a review of business premises associated with 50 Holton Road, following a late influx of Coronavirus Business Grant applications and raised several concerns.
- 1.3. In total, there had been 13 separate NNDR business grant applications relating to units within the 50 Holton Road address.

2. Background

- 2.1. Whilst conducting due diligence checks, the NNDR & Control Team had become suspicious of the number of applications being received from the 50 Holton Road address, as many of the applicants had not previously registered for business rates at the property. From the information received there appears to be 15 separate business premises at this address, located at basement level, ground floor, first floor and second floor.
- 2.2. The landlord at this property is Vincent Peter Driscoll (VPD), a serving Councillor for the Vale of Glamorgan. All lettings at this property are authorised by VPD and made in the name of Fresh Bacon Co Ltd which is a company owned by VPD and his spouse [REDACTED]
- 2.3. Of the 13 Coronavirus Business Grant applications submitted from 50 Holton Road, 6 were eventually paid and 7 applications were rejected. These were subsequently reported to the Welsh Government Fraud Office (WGFO) for further investigation and included two applications made by VPD and one application made by his wife [REDACTED]
- 2.4. The rejected claims are detailed in Table 1 below:

Table 1 – Rejected Business Grant Claims – 50 Holton Road

Company	Location	Tenant
Fresh Bacon Co Ltd	50c	VPD
JLT Accountancy Ltd	Office 1, 2 nd Floor	JT
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR
K&T Emporium	Office 3, 2 nd Floor	JTh
Complete Cleaning Company	Office 4, 2 nd Floor	JK
KSD Properties / Mad Properties	Office 5, 2 nd Floor	KD
Fresh Bacon Company Ltd	Office 6, 2 nd Floor	VPD

- 2.5. The main concern with the applications was that the lease agreements associated with these had irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. In addition, the information provided within the applications conflicted with previous information provided to the NNDR & Control Team by VPD in respect of the occupancy of the units within 50 Holton Road.
- 2.6. The NNDR & Control Team also highlighted concern over conflicting information being provided to them by VPD in respect of Unit 5 Biglis House, Ty Verlon Industrial Estate, Barry where KD and Fresh Bacon Co Ltd are the leaseholders of the property.
- 2.7. Consequently, the Council's IO was asked to examine the information and liaise with the Welsh Government Fraud Office (WGFO). The WGFO did review the information and contacted VPD for additional information but concluded that no further action was to be taken in respect of the Coronavirus Business Grant applications for 50 Holton Road.
- 2.8. However, as VPD is a serving Councillor it was felt that his conduct should be examined further and considered alongside the Members' Code of Conduct.
- 3. Findings**
- 3.1. The IO reviewed Councillor VPD's Register of Members' Interests submitted in June 2017, no amendments have been provided since that date. A copy of the document is at **Appendix A**. Within the Financial Interests section, VPD listed that he was in the property rental business and his company is Fresh Bacon Company Ltd. VPD also lists 4 properties where he has an interest including 50 Holton Road.
- 3.2. To verify the information provided and to ensure there had been no omissions the IO checked the Beta Companies House records as well as examining all the other available evidence.

Fresh Bacon Company Ltd

- 3.3 The company, identified via Companies House, is active and VPD and [REDACTED] are listed as directors. VPD has declared his interest in this company on his Register of Business Interest as illustrated at **Appendix A**.
- 3.4 It is through this company that the lettings of the units at 50 Holton Road is managed.
- 3.5 In order to apply for the Coronavirus Business Grant, applicants were asked to provide lease agreements to support their applications. The concerns identified, outlined in Table 2, are that all lease agreements associated with these applications appeared to have irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. However, by reference to the Fresh Bacon Co Ltd; Lloyds Business Account supplied by VPD for the period April 2020, at **Appendix B**, no tenants at 50 Holton Road have made any monthly rental payments into this account.

Table 2 – Issues Identified Within the Lease Agreements

Company	Location	Tenant	Issues Identified
Prince Resourcing	Office 5, 1 st Floor	HD	Floor location scribbled out
JLT Accountancy Ltd	Office 1, 2 nd Floor	JLT	Floor location overwritten JLT signed lease 5 days after VPD
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR	Application submitted 30/06/20. Further lease agreement received stating occupied Office 4, 1 st Floor, 01/05/20.
JLT Accountancy Ltd	Office 2, 2 nd Floor (01/05/20)	JLT	Leaseholder signature highly suspicious
K&T Emporium	Office 3, 2 nd Floor	JT	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
Complete Cleaning Company	Office 4, 2 nd Floor	JK	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
KSD Properties	Office 5, 2 nd Floor	KD	Leaseholder signature highly suspicious
JLT Accountancy Ltd	Office 5, 2 nd Floor (01/08/20)	JLT	Leaseholder signature highly suspicious

- 3.6 This information was submitted to the WGFO for review and as a result VPD was asked further questions by the WGFO. In his response, **Appendix C**, VPD advised that "we have a laid-back approach to letting of the offices". He explained that the individual offices are let monthly, and the license agreements contain a start date but not an end date as they roll over each month. VPD explained the agreements are usually all signed by himself and if someone is with him, they would be witnessed. VPD concludes that he has been using these license agreements for about 7 years, the purpose being to inform the tenant of their obligations. VPD confirmed that he did

not witness leaseholder signatures, he just signed the agreement and gave a copy to the tenant for them to sign and keep a copy for their own records.

- 3.7 Although this explanation satisfied the WGFO, it does not explain why there were so many changes to the documents.
- 3.8 Of concern is that the information held on 50 Holton Road for business rates purposes differed to the information submitted on the business grant applications. VPD provided information in respect of the letting of the units within 50 Holton Road in March 2018, via email, to the NNDR & Control Team where he provided information in respect of 6 offices within the building (**Appendix D**). This information was held within the Council's business rates system and used for billing purposes. Shortly after this information was provided, in April 2018, the Small Business Rates Relief scheme became effective. This limited relief to a maximum of two properties per business and the information provided reduced VPD's own liability.
- 3.9 However, when the Coronavirus Business Grant applications were submitted from the 13 businesses there were notable differences. In his email in 2018 (**Appendix D**), VPD declared 6 offices on the top floor as well as a basement and 3 shops at 50 a) b) and c). However, the business grant applications were in respect of the basement and the 3 shops, 5 offices on the 1st floor and 6 offices on the 2nd (top) floor. Hence the business rates information held by the Council, provided by VPD, did not record any occupancy on the 1st floor.
- 3.10 This inconsistent information together with the discrepancies and alterations to the lease agreements supplied to support the applications detailed in Table 2, call into question the validity of the information provided by VPD. In addition, VPD was chasing up the outstanding business grant payments on behalf of himself and the other businesses even though the responsibility is for each business in occupation to claim themselves.
- 3.11 As a result of the inconsistencies in the records, Apprise Consultancy Ltd, a genuine company residing at 50 Holton Road, failed to have their Coronavirus Business Grant claim approved.

50c Holton Road, Barry

- 3.12 The Coronavirus Business Grant application for £10,000, made by VPD on 7th April 2020 for the Baguette Shop at 50C Holton Road also raised queries regarding the authenticity of the claim (**Appendix E**). The claim stated that the premises had been in occupation since 11th March 2020 and was due to open in early April 2020. The application was made in the business name 'Baguette Shop' and in the trading information section of the application, VPD stated he was trading as a limited company and supplied the company registration number which, when checked, was the Fresh Bacon Co Ltd. registration number.

- 3.13 VPD sent an email from his Vale of Glamorgan Council email address to a member of the NNDR & Control Team on 24th April 2020. In this email, VPD states that he intended to open the shop in early April 2020 but was unable to do so due to the pandemic.
- 3.14 On 5th May 2020, VPD sent another email reiterating that he was renovating the property and had planned to open in early April 2020 as a baguette shop. VPD stated *"we have spent thousands on this project and believe are entitled to this grant"*. A member of the NNDR & Control Team visited the 50c Holton Road premises on 6th May 2020 and identified that the unit was in a position of disrepair and several photographs were taken as proof.
- 3.15 The WGFO also asked VPD some questions in relation to this property (**Appendix C**). VPD explained that although the previous tenants had continued to pay him rent, they had not used the premises for 2 years. VPD stated that in late 2019 he decided to upgrade the property to open a family business if it could not be re-let. VPD says he was advised in March 2020 that the former tenants would cease paying rent. VPD goes on to state:
"I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant."
- 3.16 VPD had previously provided a copy of the lease to the NNDR & Control Team in March 2018 confirming the lease was to end in March 2021 and consequently the NNDR & Control Team dealt directly with that leaseholder LCMI (**Appendix F**).
- 3.17 However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition. Therefore, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises until he submitted his grant claim and was challenged. It should be noted that once vacated and unoccupied VPD becomes liable for the empty property business rates. The previous occupants at this address were liable for Business Rates of £3,905.50 per annum.
- 3.18 Inspection of the premises in May 2020 by the NNDR & Control Team confirmed that the property was unoccupied, and the grant application made by VPD was refused. This unit was subsequently 'let' to a third-party occupant by VPD in August 2020.

Office 6, Second Floor, 50 Holton Road

- 3.19 VPD submitted a Coronavirus Business Grant application for £10,000 (**Appendix G**), for this unit on 26th June 2020 and the application stated the property had been in occupation by VPD, in the name of Fresh Bacon Company, since 1st April 2017. This information however is different to the information previously supplied by VPD to the NNDR & Control Team in March 2018 and to the information VPD supplied to the WGFO in February 2021

- 3.20 In emails forwarded to the NNDR & Control Team between 16th & 19th March 2018, (**Appendix D**), VPD states that a tenant, BA, occupied Office 6 from 6th February 2018.
- 3.21 In his response to the WGFO investigation, submitted 16th February 2021, (**Appendix C**), VPD states BA was the tenant in Office 6 from March 2018, which confirms the email VPD sent to the Vale Council at the time. VPD then says that when the tenant left, the office was cleared and VPD began using it as his own office to interview prospective tenants and to act as a show room. VPD however does not actually say when the tenant BA vacated the office but says he uses Office 6 in this manner provided it is not rented at the time to an alternative tenant.
- 3.22 The information provided by VPD in his Coronavirus Business Grant application is therefore different to previous information supplied to the NNDR & Control Team and more recently the WGFO. VPD says in his grant application that Fresh Bacon Company had occupied that office since 1st April 2017, however VPD's email to the Council in March 2018 and the information VPD supplied to the WGFO in February 2021 confirms BA was a tenant in March 2018.
- 3.23 If changes are made to the occupation of the property VPD should inform the Council's NNDR & Control Team to ensure records and billing information remains accurate. At no point prior to the announcement of the grants did VPD advise the Council that the information held in respect of this office unit was inaccurate.
- Office 5, Second Floor, 50 Holton Road**
- 3.24 KD submitted a Coronavirus Business Grant application for £10,000, for this unit (**Appendix H**), on 30th June 2020 in the name of Mad Properties trading as KSD Properties. The application stated the unit had been in occupation by this company since 25th June 2018.
- 3.25 To support this application, [REDACTED] supplied a copy of the lease agreement for Office 5, dated 25th June 2018. The agreement was countersigned by VPD. The [REDACTED] signature on this lease agreement shows little resemblance to signatures previously supplied by [REDACTED] on other documents.
- 3.26 [REDACTED] failed to respond to the WGFO investigation however VPD replied on her behalf within his response to the WGFO (**Appendix C**) stating that Office 5 is the registered office for the Fresh Bacon Company and the address used for bank accounts and utility bills. However, VPD goes on to say that he does move offices regularly, meeting the demand of perspective tenants and it would be "hugely complex and time consuming to re-register each time".
- 3.27 In his email of March 2018 VPD provided the NNDR & Control Team with the details of the tenant of Office 5 and it appears from the application that VPD's wife took over the tenancy in June 2018, yet no one advised the Council of this change.

- 3.28 In addition, VPD refers to Office 5 as being occupied by the Fresh Bacon Company, yet the application made in June 2020 was in the name of Mad Properties. It should also be noted that VPD has not disclosed any connection to this company in his Declaration of Business Interests.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

- 3.29 The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd. Office 5 Second Floor, Holton Road, Barry. The owner email is recorded as [REDACTED] and the land registry shows Fresh Bacon Co Ltd and [REDACTED] as joint lease owners as illustrated in **Appendix I**.
- 3.30 On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the NNDR & Control Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.
- 3.31 On 8th April 2020, VPD used his Vale of Glamorgan Council email address to contact an Operational Manager (OM) who was assisting with the business grant payments at the time. VPD stated that he was concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. VPD requested that a member of the team phone him on his mobile number and all correspondence be forwarded to his spouse [REDACTED] at their home address. This email trail is at **Appendix J**.
- 3.32 A subsequent email from VPD to the OM, again from his Vale of Glamorgan Council email address, stated that Vale Foods ended their tenancy 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. VPD advised that "we then started to tidy up the place so we could start a new business from there". This is also within **Appendix J**.
- 3.33 On 15th April 2020, the NNDR & Control Team sent an email to VPD advising that Avondale had already informed NNDR that they had not occupied the premises and requested that VPD ask [REDACTED] to clarify the position at the premises and advise who is liable for business rates as well as supplying exact dates.
- 3.34 On 13th May 2020, the NNDR & Control Team sent a further email to VPD advising that the information sought had not been received and a lot of conflicting information had been sent in which required the landlord to supply further information to clarify the actual position (**Appendix K**).
- 3.35 The NNDR & Control Team have not received a response from either VPD or [REDACTED] on this subject.
- 3.36 On 13th May 2020, a member of the NNDR & Control Team sent an email to Vale Foods seeking recovery of previous years business rates and advising that their Coronavirus Business Grant application had been unsuccessful as the landlord had advised he had taken possession of the unit on 17th March 2020 (**Appendix L**).

- 3.37 Vale Foods responded via email, 18th May 2020, stating the following (**Appendix M**):
- They have a lease from landlord VPD showing they clearly occupy the premises
 - They have bank statements clearly showing rent payments to VPD
 - A new lease was signed with VPD in January 2020
 - Due to flooding in February 2020, their insurance company were making rent payments to VPD while Vale Foods were awaiting repairs
- 3.38 Vale Foods have produced a commercial lease agreement for Unit 5, Biglis House. The lease agreement was signed between [REDACTED] (Landlord) and Vale Foods 2018 Ltd. The document was dated 27th January 2020 and VPD signed the document on behalf of [REDACTED] (**Appendix N**).
- 3.39 The Fresh Bacon Co Ltd business bank statement for April 2020, shows that Vale Foods were paying rent into this account, £100 dated 6th April 2020, and £100 dated 22nd April 2020 (**Appendix B**).
- 3.40 Therefore, the information supplied by VPD in **Appendix J** is inaccurate and contradictory. VPD states that Vale Foods ended their tenancy on 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. However, VPD's bank statements clearly show that Vale Foods continued to pay rent to VPD as recently as April 2020 and Vale Foods have a lease signed by VPD and dated January 2020 to prove their tenancy. It is therefore clear that VPD has not provided accurate information to the Council.
- 3.41 It should be highlighted that the grant condition date was 20th March 2020 and VPD informed the OM via email that the Unit became vacant on 17th March 2020 (3 days prior to grant condition date). VPD also stated that he intended to start a new business from there, so it is possible VPD was preparing to submit a business grant application for that property.
- 3.42 VPD has never declared Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry, in his Register of Members' Interests.

Various Residential Properties

- 3.43 VPD has declared an interest in some residential properties in his Register of Members' Interests at **Appendix A**. However, it has been identified that VPD has been in receipt of housing benefit for another, non-disclosed property, 3 Lombard Street, Barry, as the landlord, since December 2006. The current rate of housing benefit for this property is £120.00 per week as illustrated in **Appendix O**.

4. Conclusions

4.1 All Members must abide by the Code of Conduct, be aware of public perception and therefore undertake extra diligence when business interests are involved. Findings throughout this report illustrate that Councillor VPD has not provided the Council with accurate information when required or when requested to do so and has attempted to gain grant funding when it is apparent that the claims were not justified. This report gives several examples which suggests that the code has been breached on several occasions.

4.2 Appendix 1 to Section 16 of the Members Code of Conduct outlines the expected principles of Members' Conduct. Ten principles are listed as follows:

- Selflessness
- Honesty
- Integrity and propriety
- Duty to uphold the law
- Stewardship
- Objectivity in decision making
- Equality and respect
- Openness
- Accountability
- Leadership

4.3 The definition of selflessness states that Members must act solely in the public interest. They must never use their position as Members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.

4.4 It has been identified that VPD has used his Vale of Glamorgan Council email address, which is solely for the purpose of Council business, when contacting Officers of the Council in respect of his own business interests. This has been demonstrated throughout the report but in particular VPD used it when dealing with Officers in the NNDR & Control Team when clarifying who was responsible for business rates at each unit within 50 Holton Road and again when VPD was incorrectly advising an Operational Manager of the status of Unit 5 Biglis House.

4.5 By using his Council email address, VPD, could make Officers feel intimidated or pressurised as they would be fully aware that they are corresponding with an elected member. This could be perceived as VPD attempting to gain an advantage due to his position within the Council.

4.6 VPD's honesty and integrity can also be called into question. The report has illustrated that VPD failed to inform or update the Council's NNDR & Control Team in respect of the occupancy and therefore business rate liability for the units at 50 Holton Road. These discrepancies only came to light when applications for the

Coronavirus Business Grant were received and the lease agreements, provided as supporting documentation, raised many queries.

- 4.7 As stated, VPD submitted a claim for £10,000 for Coronavirus Business Grant for Office 6, 50 Holton Road, where VPD claims he runs his business Fresh Bacon Company. However, the details provided on the application form contradicted the details previously supplied by VPD in March 2018 as well as details VPD provided to the WGFO during their investigation. This application was unsuccessful due to the inconsistencies in the documentation provided.
- 4.8 A claim for £10,000 was also submitted by [REDACTED] for Office 5, 50 Holton Road, in the name of Mad Properties trading as KSD Properties. Again, the information supplied was inconsistent and questionable, so the application failed.
- 4.9 VPD's claim for the Baguette Shop at 50c Holton Road is another example of VPD's honesty and integrity being called into question. Business rates records showed that the tenant of the shop had a lease agreement in place until 2021. However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition and that he claimed he had spent thousands on the shop getting it ready for trading. Inspection of the premise confirmed that the property was unoccupied, and the grant application made by VPD was refused. In addition, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises at which point VPD would become liable for the property business rates.
- 4.10 In respect of Biglis House, VPD informed the Council that the tenancy ended with Avondale on 17th March 2020 and he was getting the premises ready to start a new business. VPD failed to advise the Council of the lease agreement signed by himself in January 2020 with Vale Foods and he also failed to mention that he was receiving monthly rental from this company. VD did not submit a grant application however it is possible that it may have been his intention as the grant condition date was 20th March 2020, 3 days after VPD alleged that the premises had reverted to him, which has been proved to be untrue.
- 4.11 VPD's misleading actions in declaring that [REDACTED] & Fresh Bacon Co Ltd had taken possession of Unit 5, Biglis House, on 17th March 2020, resulted in an application for a Coronavirus Business Grant submitted by Vale Foods on 2nd April 2020, being rejected. VPD's lack of selflessness, honesty, integrity, propriety and openness, all principles expected of an elected member, resulted in an eligible company being discounted for a Coronavirus Business Grant to which they were entitled. Another company, who also appeared to have a genuine business grant claim in 50 Holton Road also failed to have their application approved due to the inconsistencies in VPD's records.

4.12 Section 18.3.1 of the Members Code of Conduct states that:

"You must in all matters consider whether you have a personal interest, and whether this Code of Conduct requires you to disclose that interest."

4.13 The Code goes on to specify that Members must register their personal interests or any changes with the Council's Monitoring Officer. Although VPD did complete a notification of interest form in June 2017, no amendments have been provided since that date. On this declaration VPD states he is in the property rental business and the name of his company is Fresh Bacon Company Ltd. VPD lists 4 properties where he has an interest which includes 50 Holton Road, however he fails to mention 1 local residential property even though VPD is in receipt of housing benefit, as landlord of this property since 2006.

4.14 In addition, VPD failed to declare that he had set up a Baguette Shop at 50C Holton Road and to declare his interest in Unit 5 Biglis House.

5. Recommendation

5.1 The Monitoring Officer consider the content of this report to determine any further action to be taken in respect of Councillor VPD and the potential breach of the Council's Code of Conduct for Members. Consideration should be given to making a referral to the Ombudsman.

Appendix A

VALE of GLAMORGAN



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT FARM SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE as follows :

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH GAZON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH GAZON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

58 LAND AT REAR OF 50 HULTON (L)
50 HULTON RD DARTMOUTH
30 ROBERT ST DARTMOUTH
23 45 RICHARD ST DARTMOUTH
29 KINGSLAND CREY

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

NIL

(b) public authority or body exercising functions of a public nature

DINAS POWYS COMMUNITY COUNCIL

(c) company, industrial and provident society, charity or body directed to charitable purposes

NIL

(d) body whose principal purposes includes the influence of public opinion or policy

WELSH CONSERVATIVE PARTY

(e) Trade Union or professional association

NIL

(f) private club, society or association operating within the Authority area.

DINAS POWYS BY-PASS STEERING GROUP

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed **V. Driscoll**

Date **01.06.17**

RECEIVED

Monitoring Officer **D. Marles**

Date **01.06.17**

LLOYDS BANK

121A5101052M5400000321400E1024 989 Q37
FRESH BACON CO LTD
 OFFICE 5
 2ND FLOOR
 30 HOLTON ROAD
 BARRY
 CF63 4HE



BUSINESS ACCOUNT
FRESH BACON CO LTD

Your account statement
 Statement sheet number: 67
 Issue date: 30 April 2020
 Page: 1 of 6

Write to us at:
 PO Box 1000
 Andover
 BX1 1LT

Call us on: 0345 072 5555 (from UK)
 +44 1733 347338 (from Overseas)

Visit us online: www.lloydsbank.com

Your branch: **PENARTH**

Sort code: [REDACTED]

Account number: [REDACTED]
 BIC: LOYDGB21553

EAN: GB68 LOYD [REDACTED]

Account Summary

Balance On 31 March 2020

Total Paid In

Total Paid Out

Balance On 27 April 2020

£200.00

Account Activity

Date	Payment type	Details	Paid out (£)	Paid in (£)	Balance (£)
31 Mar 20		BALANCE BROUGHT FORWARD			
2 Apr 20	Direct Debit	[REDACTED]			
6 Apr 20	Faster Payment	VALE FOOD LTD SW RENT RP4659986446301000 201827 10 04APR20 06:29		100.00	
6 Apr 20	Direct Debit	[REDACTED]			
9 Apr 20	Payment				
17 Apr 20	Direct Debit	[REDACTED]			
7 Apr 20	Direct Debit	[REDACTED]			
22 Apr 20	Faster Payment	VALE FOOD LTD SW RENT RP4659987949276500 201827 10 22APR20 11:55		100.00	
27 Apr 20	Faster Payment	[REDACTED]			
27 Apr 20		BALANCE CARRIED FORWARD			

Messages

For our data privacy notice, please see: <http://www.lloydsbank.com/business/privacy.asp>

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Welsh Governments Economic Resilience Fund and Non-Domestic Rate Grant Fund

Response too Head of Counter Fraud, Welsh Government - Mr Stephen Toolby

Firstly, may I give you an insight and history of the property, 50 Holton Road, Barry. The property is owned by Fresh Bacon Company Ltd, the directors are myself and [REDACTED] my wife.

50 Holton Road is made up of 50A, 50B, 50C and basement at 50, first floor 50 and second floor 50 Holton Road. Around two years ago I renamed the property Holton House, 50 Holton Road. 50 A, B C and the basement are retail units which are leased on a long-term basis, usually three years or longer. The tenants are asked to sign leases as a matter of course and wouldn't be given the keys until this paperwork is completed.

These leases are far more detailed than the licenses I use for the First and Second floor of 50 Holton Road, and I believe are legally binding.

The First and Second floor are run as a serviced office business. There are five offices on the first floor and six, plus a store room, on the second floor. Both floors have kitchens and male and female toilets.

Originally, I tried to lease each floor as a whole, but due to demand in the area, this was not successful. I then established individual offices on each of the floors. These are let on a monthly basis. We require a month's rent as deposit, then rent is paid in advance. Usually monthly and usually by standing order.

The rent includes water, heating, electricity, building insurance and upkeep of communal areas. Tenure is one month and notice can be given with one month's notice.

We have a laid-back approach to the letting of the offices (B1). Many tenants appreciate this approach and are happy that they do not have a tenuous lease. This approach has worked well in the past.

Several times over recent years, tenants have left with short notice. Usually pleasing both sides. Also, tenants know that as long as they are reliable with rent, they can remain in the office for however long they require, without any unexpected upkeep costs.

These license agreements seem to work well. I don't know if they carry any weight in law and I have never taken an office tenant to court. The leases for the retail units have been tested in court and I have successfully sued previous tenants. Although these court cases are small in number and have generally left me out of pocket, they have taught me that legally binding leases for the long-term tenures are essential.

Question 1- Lease & Tenancy Agreement

- The licenses contain a start date, but not an end date, as they roll over each month. There are no repair or maintenance costs, other than to the interior of their own office i.e. décor costs. They are usually all signed by myself, if I have someone with

me at the time, I will ask them to witness my signature. In most circumstances, this is a member of my family.

- If the tenant is not present at the time of my signature, I put the license in their postbox or under the door to their office and await for them to sign and return to me at their earliest convenience.
- This may sound vague, but as previously explained, I don't pay a lot of credence to their status in law and have no intention of establishing their status in law.
- We have been using these licenses for around six or seven years and we never thought they would be used for anything other than informing the tenant of their obligation.

Question 2 – Application in the name of Mr Harry Driscoll

- Harry Driscoll is my son. He began trading from 50 Holton Road in around May 2018. As a family member I did not expect him to pay rent, unless his business did exceptionally well.
- However, one of the understandings we had was; if a prospective tenant was interested in the office he was occupying, then he would be required to move to another vacant office. This occurred on several occasions.
- At the time of his application for the NDR Grant he was occupying Office 5, First Floor.
- I had no idea why, or if, the license was altered.
- I am assuming his website said 'Top Floor' (Second Floor) as this is where he began and he had not updated this after he moved to the First Floor.
- With regards to his application on 28th October 2020, my understanding is he thought the application was sent to him for funding for his new office premises (at the GoodSheds). When this mistake was brought to his attention, he returned the funding he received immediately.

Question 3 – Application in the name of Vincent Driscoll (myself)

- On 11th March 2018, LCMI took out a three year lease of 50C Holton Road. LCMI are a religious charity based in the North of England. They were represented locally by Mr Clive Bate. He persuaded LCMI to open a takeaway food outlet and he would operate the business, in order to raise funds for the charity.
- Mr Bate opened the shop for two days (at most), then had a dispute with LCMI and closed the business. LCMI continued to pay the rent for two years, on an empty shop. During this time, I tried to let the shop for them, but despite employing an estate agent, had no luck.
- My eldest son, Ben, then expressed an interest in this property and reopening it as a takeaway food outlet. He was in full time employment, but the industry was not showing positive prosperity. In late 2019, we decided to begin upgrading the property with the view to opening a family business, if we couldn't re-let the property.
- As it laid empty for several years, it was in dire need of upkeep. Mr Bate had left the property with food remaining in the fridge and freezers and as a result several of the electrical appliances needed replacing. Also, the flooring in the basement of 50C, and the kitchen flooring, needed replacing. The shop lighting was poor, a new gas supply had to be installed and the whole premises needed painting.

Appendix C

- We were not in a particular hurry, as LCMI continued to pay the rent.
- Around the beginning of March 2020, I received a letter from solicitors representing LCMI, to inform me they would soon begin to cease payment of rent. I decided not to contest this and as a family we decided to open the family business as previously mentioned. We decided that we would open the business around Easter, which would give my son time to submit his resignation to his employer and fulfil the notice period. However, the Covid19 pandemic then began and due to my son's previous health problems, he was advised to shield and work from home. This was a small blessing as around July we were approached by another individual who was interested in letting the unit. We then decided this would be the best way forward as we did not want to risk my son's health. Furthermore, there was little evidence of footfall in the area at that time and we were concerned that a business may not be sustainable.
- The photograph you refer to, which was taken by Vale of Glamorgan Council officers, probably shows the serve over fridge and counters out of position. This was to allow for walls and floors to be redecorated. However, most of the work was carried out in the basement of the unit.
- As for the lease, please refer to my opening statement.
- **I have attached evidence of the work that was undertaken (invoices). Labelled at exhibit 3.a, to 3k**
- I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant.

Question 4 – application in the name of Vincent Driscoll (myself)

- Office six is used by myself for the Serviced Office business, to interview prospective tenant and act as a show room of sorts. Providing it is not rented at the time to an alternative tenant.
- Bradley Albertides was the tenant in Office six in March 2018, which is clear in an email I sent to the Vale Council at the time. After he left, his office was cleared out of his belongings and I returned to use it for the purpose previously mentioned.
- At the time of the NDR grant application, it acted as a show office for the Serviced Office business
- As for the reference to Office five as the registered office for the Fresh Bacon Company. This was the case when I initially moved into the offices some years ago and was the address I used to register bank accounts, utility bills and such likes. As you can imagine, I can move offices regularly, meeting the demands of prospective tenants, and it would be hugely complex and time consuming to re-register each time.

Question 5- application in the name of Vincent Driscoll (myself)

- The Fresh Bacon Company has three bank accounts, all with Lloyds Bank. This is a legacy from when the business was run as a bacon wholesaler and the rental side of the business at the same time.
- There was no specific office on the application form, because there was no 'drop down' box. You can see from my correspondence with the Vale Council, that I queried this on several occasions. Ms Collins, from the Vale Council, suggested I still submit the application and she would 'look at it'.

Question 6- application in the name of Vincent Bailey

- Time Slave Recordings moved into Office Three, First Floor, on 1st/06/2019. Mr Bailey has always paid his rent with cash. Please see enclosed a copy of his payment record (Exhibit 6a)
- Mr Bailey moved from Office Three to Office One, First Floor, on 13/08/2020. This would explain why his applications refer to different office numbers.

Question 7- application in the name of Justin Leigh Todd

- There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- Therefore, there could not be a tenancy agreement for this property.
- With regards to Mr Todd's application for Office 1 Top Floor and the tenancy agreement which pre-date the listed occupation date. This occurred as Mr Todd paid a deposit for the office but did not move in until some-time after.
- Once again, the witness (Corrie Driscoll) was witnessing my signature and not that of Mr Todd.
- I am not sure who J. King is, I assume he/she is a member of Mr Todd's company who signed the agreement on his behalf.
- As for the application from JLA Rail Ltd, once again there is no room E top floor and I have no knowledge of this business ever being a tenant of 50 Holton Road.

Question 8- application in the name of Justin Leigh Todd

- As previously stated, if the tenant was not available at the time, I would sign the license and post it under their door or post office for them to sign once they received it. Quite often this was a day or so later and would explain why this agreement had differing dates. Corrie Driscoll, once again, witnesses my signature.
- I have no knowledge or understanding as to why the dates on the agreement would have been changed.
- K and T Emporium moved into 50 Holton Road in September 2019, not 2020.

Question 9- application in the name of Justin Leigh Todd

- Complete Cleaning Services began renting an office 1/09/2019. Similar to K and T Emporium the license would have been posted under the door or post box, for the tenant to sign.
- It is clear from the bank statement (exhibit) that they began paying rent in September 2019.

Question 10- application in the name of Joanne Kirby (Thorne)

- There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- Therefore, there could not be a tenancy agreement for this property.

Question 11- application in the name of David Gwynne Richards

Appendix C

- Mr Richards has been a tenant of 50 Holton Road since 4/05/2016. On 20/03/2020 he occupied Office Two, Second Floor. On 1/05/2020 Mr Richards moved into Office Four, First Floor.

Conclusions

Please find enclosed bank statements (exhibit). these will show a regular pattern of payments from Mr David Gwynne Richards and JLT Accountancy Services.

Mr Richards began renting in May 2016. I can produce proof of payment dating back to this date, if required.

JLT Accountancy Services payments began 2/10/2018 at £433 per month. On 3/09/2019 justin paid £300 for the first months rent for Kand T Emporium and Complete Cleaning Services. This is when Complete Cleaning Services and K and T Emporium began their tenancies. Mr Todd is the director of all three businesses and as a result paid for all three properties from one account, this was his preference. As he had agreed to pay by standing order for all rental agreements, I offered a discount.

On 3/9/2020, Mr Todd's business partner gave notice that all of his associated businesses would be leaving 50 Holton Road.

Yours Sincerely

Vince Driscoll

From: Vincent Driscoll <[REDACTED]>
Sent: 19 March 2018 12:49
To: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Subject: Re: 50 Holton RdBarry

Hi David

Office 1 moved in around may2016
office 2 Mr faisal around june 2017
Office 5 Dec2017
Office 4 May 2016
Office 6 feb 2018

Basement They are a limited company and moved in dec 2016
regards
vince

From: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Sent: 16 March 2018 15:35
To: 'Vincent Driscoll'
Subject: RE: 50 Holton RdBarry

Thank you for your email,

I require further information as follows

50c LCMI are they a limited company or individual trading as, if an individual please provide their name.

Office 1	Colin Jones	From what date
Office 2	Faisal	From what date and full name please
Office 5	Natalie Braithwaite	From what date
Office 4	Gwyn Roberts	From what date
Office 6	Bradley Albertides	From what date

Basement 1st Line Taxis From what date and are they a ltd company or an individual trading as, if an individual please provide their name.

If any of these properties are on a lease or a licence to occupy please provide a copy of said lease or licence.

David Seal
Senior Revenues Assistant / Uwch Gynorthwydd Incwm
Financial Services / Gwasanaethau Ariannol
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709317
mob / sym:
e-mail / e-bost: DGSeal@valeofglamorgan.gov.uk

Appendix D

From: Vincent Driscoll [REDACTED]
Sent: 16 March 2018 15:10
To: Non Domestic Rates
Subject: 50 Holton Rd Barry

Dear David

The Basement at 50 holton rd is let to 1st line taxis.

The shop at 50c is let from 12th march 2018 to Lcmi on a 3 year lease.

The 2nd floor at 50 Holton rd is let as follows

Office 1 to Colin Jones Solicitors

Office 2 is let to Lcmi

Office 3 let ot Faisal

Office 5 is let to Natalie Braithwaite

Office 4 To Gwyn Roberts

Office 6 to Bradley Albertides

Finally as for 50 a holton rd i have not had the keys back so Sns are still liable for the premises. I will inform you when they do.

yours sincerely

Vince Driscoll

Coronavirus Business Grant Application

Reference number

75A292D07042020

Contact Information

Contact Name

Vince Driscoll

Contact Email Address

[REDACTED]

Contact mobile number

[REDACTED]

Business Premises Address

Business Name

Baguette Shop

Address Line 1

50c Holton Rd

Address Line 2

Town

Barry

Postcode

cf634he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?

Yes

If yes, please provide your company number registered with Companies House

3085852

Appendix E

If no, please provide your sole trader name

Business Rates Information

Is your business premises occupied?

No

Business Rates - Account number (if known)

101539768

Please provide the date you occupied the premises

2020-03-11

Is your business in the retail, leisure and hospitality sector?

Yes

BACs Details

Business Account Name

Fresh Bacon Co

Business Account Number

00477925

Business Sort Code

30-96-52

Contact Information

Submitter Full Name

Vince Driscoll

Submitted Date

07/04/2020

LEASE

Date: 6th MARCH 2018

Landlord FRESH BACON CO LTD
LETS TO

Tenant LIFE CHANGING MINISTRIES INTERNATIONAL
CHURCH SOUTH CHESHIRE TRUST (ALSO KNOWN AS LCM1)
CHARITY NO. 1065192
Property: 50C HOLTON RD BIRRM

Lease Period For this period starting on 12 MARCH 2018

AND ENDING ON

11 MARCH 2021

Use Allowed SANDWICH SHOP

Rent THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

£7748-

A YEAR BY THESE INSTALMENTS:

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM (4 weeks rent as
Report £645-00
FOR THE PERIOD STARTING ON: 12-3-2018
to and then

Rent Days

WEEKLY
(B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE
DAY OF EACH 149-00 MONTH

WEEKLY PAYABLE ON
STANDING ORD

Rent Review

N/A

Dates

THE RENT MAY BE INCREASED (UNDER CLAUSE 8) WITH EFFECT FROM
THE THIRD ANNIVERSARY OF THE START OF THE LEASE PERIOD

TENANTS OBLIGATIONS PAYMENTS

1

1. The Tenant is to pay the Landlord:
 - 1.1 the rent
 - 1.2 the amount of every premium which the Landlord pays to insure the property under this lease, to be paid within 14 days after the Landlord gives written notice of payment (and this amount is to be paid as rent) and the following sums on demand:
 - 1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
 - 1.4 the cost of any works to the property which the Landlord does after the Tenant defaults
 - 1.5 the costs and expenses (including professional fees) which the Landlord incurs in:
 - a) dealing with any application by the Tenant for consent or approval, whether or not it is given
 - b) preparing and serving a notice of a breach of the Tenant's obligation, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
 - c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends
 - 1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date and in making payment under this clause:
 - (a) nothing is to be deducted or set off
 - (b) any value added tax payable is to be added.

2

2. The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 All periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due
 - 2.3 a registration fee of £20 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3

USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them:
 - 3.1 to use the property only for the use allowed
 - 3.2 not to do anything which might invalidate any insurance policy covering the property or which might increase the premium
 - 3.3 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

Appendix F

- 3.4 not to display any advertisements on the outside of the property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.5 not to overload the floors or walls of the property
- 3.6 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

4 ACCESS

- 4. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:
 - 4.1 for these purposes:
 - a) inspecting the condition of the property, or how it is being used,
 - b) doing works which the Landlord is permitted to do under clause 3.4(c)
 - c) complying with any statutory obligation
 - d) viewing the property as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant
 - e) valuing the property
 - f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires cables serving neighbouring property
 - 4.2 and only seven days' written notice except in emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property, and any goods there in exercising these rights

5 CONDITIONS

The Tenant is to comply with the following duties in relation to the property:

- 5.1 to maintain the property in as good state and condition than it is in at the date hereof as evidenced by the schedule of condition attached
- 5.2 to do the work to the property which any authority acting under an Act of Parliament requires
- 5.3 but the Tenant need not:
 - a) alter or improve the property
 - b) make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act or default of the Tenant
- 5.4 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
 - a) start the work within two months or immediately in case of emergency, and
 - b) proceed diligently with the work
 - c) in default, permit the Landlord to do the work
- 5.5 not to make any structural alterations, external alterations or additions to the property
- 5.6 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)
- 5.7 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
- 5.8 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:
 - (a) Give his consent in writing to the work
 - (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work.
- 5.9 any dispute arising under clause arising under clause 5. is to be decided by arbitration under clause 14.5.

6 TRANSFER ETC.

6. The Tenant is to comply with the following:
 - 6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder
 - 6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord consents and the Landlord is not entitled to withhold that consent unreasonably or delay it
 - 6.3 any sublease is to be in terms which are consistent with this lease, but is not to permit the sub-tenant to underlet
 - 6.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3
 - 6.5 If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant.

7 OTHER MATTERS

7. The Tenant
 - 7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property within 14 days after he receives it
 - 7.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
 - 7.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance (such consent not to be unreasonably withheld or delayed)

8 RENT REVIEW

- 8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date
- 8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:
 - a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property
 - b) the property is vacant and had not been occupied by the Tenant or any sub-tenant
 - c) the property can immediately be used
 - d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 11 has been made good
 - e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value, other than anything which the Tenant was obliged to do under the terms of this lease
- 8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease
- 8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.5
- 8.5
 - a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
 - b) Starting on that rent day, the Tenant is to pay the new rent
 - c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

9

DAMAGE

9. If the property is damaged by any of the risks to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
 - 9.1 the rent, or a fair proportion of it, is to be suspended until the property is fully restored.
 - 9.2 If at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not delayed the restoration) or the Tenant can end this lease by giving one month's notice to the other during the three year period, in which case
 - a) the insurance money belongs to the Landlord and
 - b) the Landlord's obligation to make good damage under clause 11 ceases
 - 9.3 a notice given outside the time limits in clause 9.2 is not effective
 - 9.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 14.5
 - 9.5 The Tenant cannot claim the benefit of this clause to the extent that the insurer's refusal to pay the insurance money because of his act or default

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10

QUIET ENJOYMENT

10. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11

INSURANCE

11. The Landlord agrees with the Tenant:
 - 11.1 The Landlord is to keep the property (except the plate glass) insured with reputable insurers to cover:
 - a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord (the insured risks)

So far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
 - 11.2 and to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
 - 11.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force
 - 11.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

12

FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
 - a) payment of any rent is 21 days overdue, even if in the case of Rent only it was not formally demanded
 - b) the Tenant has not complied with any of the terms in this lease
 - c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed

- d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor or the Landlord

13 END OF LEASE

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

LANDLORD

- 14.2 (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

TENANT

- 14.3 (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a Transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy.
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

SERVICE OF NOTICES

- 14.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 14.6 The headings do not form part of this Lease.

15 **STAMP DUTY**
This lease has not been granted to implement an agreement for a lease.

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

"Guarantor"

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the tenant is lawfully and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord requires, in the same form but at a rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

Signed as a deed by/on behalf of the

Landlord
and delivered in the presence of

Landlord

Witness

Witness's occupation and address

ON BEHALF OF LCMI MR CLIVE BATE
25 GREGGIE ST
WHITHORN
WIGTOWNSHIRE
DG8 8NS

CHARITY COMMISSION NO 1065192



Coronavirus Business Grant Application



The most efficient way to complete this application is online at
<https://forms.valeofglamorgan.gov.uk/en/businessgrants>

An online application may also result in your potential grant payment being paid direct into your grant sooner.

NIA
 GRANT
 CAC
 4th
 26.8.17
 response

Contact Information

Contact name	VINCE DRISCOLL
Contact mobile number	[REDACTED]
Contact e-mail address	[REDACTED]

Business Premise Information

Business Name	FRESH BACON CO LTD
1st line of address	OFFICE 6 2nd FLOOR
2nd line of address	80 MOLTON RD
Town	BARRY
Postcode	CF63 4HE

Correspondence address (if different from above)

1st line of address	AS ABOVE
2nd line of address	
Town	
Postcode	

Trading information

Are you trading as a Limited Company?	YES
If yes, please provide your company number registered with Companies House	3085852

Appendix G

If no, please provide your sole trader name	/
---	---

Business Rates Information

Is your business premises occupied?	YES
Business Rates - Account number (if known)	100302800477
Please provide the date you occupied the premises	1 APR 2017
Is your business in the retail, leisure and hospitality sector?	YES NO

Business Support Grants Fund

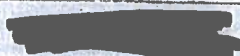
The Vale of Glamorgan Council is currently collating business information in response to the Welsh Government announcement that businesses may qualify for a support grant. In order to prepare for potential distribution of grant funding please provide the following supporting document.

Copy of your latest bank statement (showing your sort code and account number and bank account name)	
--	--

BACs details

Business Account Name	FRESH DAWNS LTD
Business Sort Code	30 96 52
Business Account Number	00479925

Completed by:

Full name	VINCENT DRISCOLL	Date	26 June 2020
Signature			

Declaration

The information and signed declaration provided by you for a Coronavirus Business Grant by Welsh Government is being provided on the basis that you are making a truthful declaration that the information you provide is accurate. In declaring that you are a 'business in occupation within the Vale of Glamorgan' entitles you to Coronavirus Business Grant support from Welsh Government. If you falsely provide information which results in an offer and acceptance of a grant to which you are not entitled, then this may subsequently result in legal action being taken against you and legal proceedings will be taken against you to recover any monies provided as part of the Coronavirus Business Grant.

Please complete and return this application along with the supporting document required by e-mail to businessgrants@valeofglamorgan.gov.uk

OR

in the pre-paid envelope provided to Non-Domestic Rates Department, Vale of Glamorgan Council, Civic Offices, Holton Road, Barry, CF63 4RU.

Coronavirus Business Grant Application

Reference number

D706E3630062020

Business Rates - Account number

100302800476

Local Authority Property Reference

Contact Information

Contact Name

Kim driscoll

Contact Email Address

[REDACTED]

Contact mobile number

[REDACTED]

Business Premises Address

Business Name

Mad properties

Address Line 1

Office 5 2nd floor

Address Line 2

50 holton Ed

Town

Barry

Postcode

CF63. 4he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?

No

If yes, please provide your company number registered with Companies House

Not limited

If no, please provide your sole trader name

Ksd properties

Business Rates Information

Is your business premises occupied?

Yes

Business Rates - Account number

100302800476

Local Authority Property Reference

Please provide the date you occupied the premises

2018-06-25

Is your business in the retail, leisure and hospitality sector?

No

State Aid Notification

Has your business received any public sector assistance through a State Aid de minimis scheme over the past 3 years?

No

If yes, Please provide details

BACs Details

Business Account Name

[REDACTED]

Business Account Number

00778388

Business Sort Code

30-96-52

Contact Information

Submitter Full Name

[REDACTED]

Submitted Date

30/06/2020

Appendix I

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD A CHOPI SWYDDOGOL O FEWN YSTYR ADHAN 67 O DDEDDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

Title number / Rhif teitl CYM367305

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.

4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.

NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.

5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.

6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 24 August 2007
 Term : 15 Years from 24 August 2007
 Parties : (1) Kimberley Suzanne Driscoll
 (2) The Fresh Bacon Company

7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r
gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December
2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2)
Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

Appendix J

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:21
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: Unit 5 Biglis house Ty Verlon ind Estate

Dear Phil

Hope all is well, Ive been trying to speak with the NNDR dept to no avail. My wife [REDACTED] owns the above property and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march, moving to tremorfa in Cardiff. Can you ask a member of the team to phone me on [REDACTED], also to send all correspondence to [REDACTED] Driscoll, Sunnycroft Farm Sunnycroft Lane Dinas Powys CF644Qp.

Regards

Vince Driscoll

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:38
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Vince

When did their lease run until? What was the business name?

Cheers

Phil

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:54
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Phil

Yes Vale Foods, their tenancy ended on the 11 oct 2019, we then let the property to Avondale 2019, who left by mutual agreement on 17th March. We then started to tidy the place up so we could start a new business from there.

Regards

Vince

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:57
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Collins, Lauren <la Collins@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

I think it will boil down to whether they were on the rates system as of 20th March... If they moved to Cardiff they would get the grant there. If they were still on our system then vale would pay the grant. Lauren, is this something you would cross reference with Cardiff NNDR?

They wouldn't be able to claim it twice but would probably be eligible in one or the other.

Cheers

Phil

Appendix K

From: Collins, Lauren <lacollins@valeofglamorgan.gov.uk> **On Behalf Of** Non Domestic Rates
Sent: 13 May 2020 10:04
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Further to the below email, I do not appear to have had confirmation of the position of occupation at Unit 5 Bilgis House, there is a lot of conflicting information being received at the moment and it would be appreciated if you could get the owner of the premises as advised in the email below to confirm the position at the property please.

I apologise if this has already been sent, please could you resend to ndr@valeofglamorgan.gov.uk.

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: ndr@valeofglamorgan.gov.uk

From: Collins, Lauren **On Behalf Of** Non Domestic Rates
Sent: 15 April 2020 08:42
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Thank you for your email. Avondale 2019 actually informed us they were never able to occupy the premises as there was an issue with Vale Food Supplies. Therefore, we do not hold Avondale 2019 liable for the Business Rates.

If the premise was vacated on 17.03.2020, it will be eligible for empty rates but no grant will be payable to the owner of the premise. Mr Driscoll, please could you get Kim (as the owner of property) to send an email to ndr@valeofglamorgan.gov.uk to clarify the position at the premise and advise exactly who should be liable including date?

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: ndr@valeofglamorgan.gov.uk

Appendix L

On Wednesday, 13 May 2020, 09:54:42 BST, Business Grants
<businessgrants@valeofglamorgan.gov.uk> wrote:

Good morning,

We have looked into your application and liability at the premises.

We had not been advised of Vale Foods 2018 LTD reoccupation of the premises since we had been advised in writing by the Director of the company at the time that Vale Foods 2018 LTD had ceased trading at the premises in June 2019. Please note as compulsory strike-off action has been suspended and you, Mr Tucker are now director of this limited company, there does remain a balance owing for business rates. The balance of £6564.04 in the name of Vale Foods 2018 LTD is payable immediately (as it is in respect of previous financial years) and is the remaining balance owing for the period of liability from 06.08.2018 to 24.06.2019. I have attached copies of business rates bills to confirm the balance.

We then received the email (attached) from Natalie Reed advising Vale Food Catering Services LTD took up occupancy from 24.06.2019 onwards. We also received an email dated 04.09.2019 confirming the company name was actually Vale Food Catering Suppliers not Services and this had been amended.

We were then advised the Avondale 2019 LTD were taking over the premises from 11.11.2019. Natalie, you were then sent an email from myself confirming the closing balance for Vale Food Catering Services LTD.

However, I was then informed in January 2020 that Avondale LTD did not actually take up occupancy and they confirmed that the previous occupier (Vale Food Catering Services LTD) were still there.

Therefore bills were reissued to the premise in the name Vale Food Catering Suppliers LTD, to which we have had no returned mail, payment or queries from yourselves.

Meanwhile, your application for a business grant is in the name Vale Foods 2018 LTD and is confirming you have been in occupation since 01.01.2018?

Finally, we have been advised by the landlord that they took back possession on 17.03.2020.

Regardless of the conflicting information we have received regarding occupation of the premises prior to 17.03.2020, as the landlord has confirmed he has taken back possession of the premises we are unable to consider your application for a grant as you were not in occupation of the premise on 20.03.2020 (the date in which businesses must have been in occupation for the purposes of the grant under Welsh Government guidance).

I trust this clarifies the position.

Yours sincerely,



Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

From: NATALIE REED <nataliereed@btinternet.com>

To: Business Grants <BusinessGrants@valeofglamorgan.gov.uk>

Sent: Monday, 18 May 2020, 14:45:15 BST

Subject: Re: ADD7EC502042020

Hi

Thank you for your email.

We are confused as to why you have stated that the landlord has said the property is vacant.

We have a lease from the landlord Vince Driscoll which clearly states that Vale Foods 2018 occupies the premises. We have bank statements which clearly show the rent being paid to him.

We left the premises last year to move to a smaller outlet, which did not work out for us. We had two companies who were interested in taking over the premises but this did not happen due to problems with their businesses being set up.

We therefore signed a new lease in January 20 with Vince Driscoll which we have documented evidence of.

The factory was hit by the floods in February this year and have evidence of the insurance company calling out to us to inspect the damage. Mr Driscoll must be confused with the fact that from 28 February we were unable to trade from the factory because of this until we get the insurance paid out so we can get the necessary repairs made in order for us to begin trading again. The insurance company has even agreed to pay the rent to Mr Driscoll whilst we wait for the repairs to be done.

Please advise.

Regards

Natalie

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

BETWEEN:

[REDACTED] of Sunnycroft Farm, Dinas Powys
Telephone: **[REDACTED]** Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Vale Foods 2018 Ltd of Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE
Telephone: 01446 700900 Fax: _____
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE, and from time to time altered, expanded or reduced by the Landlord in its sole discretion;

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27th day of January, 2020

[Redacted]
(Witness) Sign / Date: 27th January 2020

Print

Address: 04 DUNRAVEN ST

BARRY

[Redacted] (Landlord)

Date: 27th January 2020

[Redacted]
(Witness) Sign / Date: 27th January 2020

Print

Address: 04 DUNRAVEN ST

BARRY

[Redacted]
Signed for and on behalf of
Vale Foods 2018 Ltd (Tenant) by
N Tucker Date: 27th January 2020

Appendix O

31 August 2021

401447900 twh

8219725

MR VINCE S DRISCOLL
OFFICE 5, 2ND FLOOR
50 HOLTON ROAD
BARRY
VALE OF GLAMORGAN
CF63 4HE

Dear MR DRISCOLL,

RE: Housing Benefit

The Housing Benefit award for your tenant [REDACTED] of
3 LOMBARD STREET, BARRY has been reviewed.

The awards are as follows:

FROM	TO	WEEKLY AMOUNT
16 Aug 2021	04-Apr 2022	ú120.00

As a result of the change, you have been underpaid the sum of ú25.00.

This will be included in your next payment for this tenant. The
reason for the change is I have received a decision from the rent
officer and has been calculated as follows:

Period	Weekly Amount	New Award
16 Aug 2021 23 Aug 2021	95.00	120.00

Your future payments will be ú480.00 every four weeks.

Payment will be made by BACS payments into your designated bank or
building society account.

Bank name :LLOYDS TSB PLC

Account name [REDACTED]

Please read your rights and duties on the last page of this letter.

Yours sincerely,

Benefits Manager

VD Responses – 21/04/2022

Present:

Vincent Driscoll - Councillor

Debbie Marles - Head of Legal and Democratic Services

David Phillips - Investigation Officer

Points to Prove: Members Code of Conduct – Register of Members Interests

On 1st June 2017 you completed your Register of Members Interests and advised you were resident at Sunnycroft Farm, Sunnycroft Lane, Dinas Powys.

Section 1: Financial Interests

- (a) You listed Property Rental as a business you carried out
- (b) You listed Fresh Bacon Co Ltd, for remuneration/director purposes
- (d) You listed Fresh Bacon Co Ltd, as a company where you had a beneficial interest exceeding £25,000
- (f) You provided the following properties in which have a beneficial interest:
 - Land at rear of 50 Holton Road, Barry
 - 50 Holton Road, Barry
 - 30 Roberts Street, Barry
 - 45 Richards Street, Barry
 - 29 Kingsland Crescent, Barry

DM: Why is there no reference to Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?

Fresh Bacon Co Ltd is a joint owner of this property

VD: I have no liability for Unit 5, it shouldn't be included on my Register of Interests, the property belongs to my wife. The unit was let out to Vale Foods in 2010, or thereabouts. If I have anything to do with it, I am only helping my wife.

If payments were going into the Fresh Bacon Company accounts, you should have a record of the payments then going to my Wife's account.

DM: It was my understanding that your Wife and Fresh Bacon Company had a Parent / Head Lease of Unit 5 and that they granted a sub-lease(s) to a third party (s).

VD: Will provide DM with a copy of the lease.

DM: Why is there no reference to 26 Kingsland Crescent, Barry?

Academy lists the owner of the above property as VPD, Fresh Bacon Co, Office 5, 2nd floor, 50 Holton Road, Barry. There is a charge listed for this property on the Companies House register for Fresh Bacon Co Ltd.

VD: *I am not sure whether it is number 26 or 29 Kingsland Crescent, however, I only have one property in Kingsland Crescent. I'll check the Land Registry entry and clarify / change my Register of Interest if I've got the wrong number on the Register.*

DM: *Why is there no reference to 3 Lombard Street, Barry?*

Fresh Bacon Co Ltd currently in receipt of £480 four weekly HB payment for this property. All landlord mail forwarded to VDP @ 50 Holton Road

VD: *This is my Wife's house and isn't for listing on my Register of Interests. I will provide a copy of the Land Registry document.*

Although in my Wife's name, payments are made to Fresh Bacon Company and then on to my Wife's account.

DP: *While I accept payments are made to your wife, you are listed as landlord, Fresh Bacon Company Ltd is on the council's systems and all mail is address to you at Office 5, 2nd Floor, 50 Holton Road, why have you never informed the council you are not the landlord?*

VD: *My wife is also a director at Fresh Bacon Co Ltd. I am only helping her out, I do not make a financial gain.*

DM: *You were a director at Prince Resourcing Group Ltd, 1st March 2019 to 1st July 2019 why didn't you record this on your Register of Members' Interests?*

VD: *I was helping my son out he needed another director. I don't know nothing anything about recruitment. I can't remember how long I was a director for, a couple of months. I will make a change to my Register of Interests.*

DM: *What other business interests do you currently have?*

VD: *None*

Points to Prove: Members Code of Conduct

50c Holton Road – NNDR Grant Application

VPD submitted a NNDR Coronavirus Business Grant application via email, 7th April 2020. The application stated the property had been in occupation since, 11th March 2020, and the application was made in the business name 'Baguette Shop'.

In the trading information section of the application, VPD stated he was trading as a limited company and supplied the following number, 3085852. This number relates to Fresh Bacon Co Ltd.

You applied for NNDR Grant of £10,000, stating a business name Baguette Shop,

DM: *When did you advise the Revenues Team that the Baguette Shop had become liable for business rates at 50c Holton Road?*

VD: *I don't know the date, but I definitely did, I got a massive rates demand as a result.*

DM: When did you advise the Revenues Team that Life Changing Ministries were no longer liable for business rate at 50c Holton Road?

VD: Can't remember, but I know I did, I will have to find the email

DM: When should you as landlord advised the Revenues Team that the property was now empty?

VD: It is not usually my responsibility; new tenants should normally notify the NNDR Team.

DM: Had the Baguette Shop ever traded or been liable for business rates prior to your grant application?

VD: No, we never traded. I explained this to Welsh Govt, they were satisfied. The previous occupants hadn't traded for about 18 months, 2 years, there was still stuff in the fridges. My son had expressed an interest in opening it back up, so we started cleaning it up for him to go into business. Then covid struck hard and my son had to isolate for 3-months. After that, we were lucky enough to let it out to someone else.

DM: In the business rates section you advised the premises was not occupied, yet you supplied a business number (101539768), where did you get this number from?

VD: I don't know, it's not a separate company number, possibly a business rates number. maybe you could cross reference that. I got it from somewhere

This number had previously been assigned to Fresh Bacon Co Ltd in 2018, when they were liable for business rates at the property. (DP)

DM: On 24th April 2020 you sent two emails to Lauren Collins (Revenues Team) from your Vale of Glamorgan Councillor email address, enquiring about your 50c Holton Road grant application, why would you use your Vale of Glamorgan Councillor email address for non-council business?

VD: Not sure why, there was no intention to influence or intimidate there was no reason it was a mistake.

Office 6, Second Floor, 50 Holton Road

VPD submitted a NNDR Coronavirus Business Grant application for this location on 26th June 2020. The application stated the property had been in occupation since 1st April 2017, but this information totally contradicts information previously supplied by VPD to the NNDR Business Grants team.

DM: On your application form, you stated that you had been in occupation of this office since 1st April 2017, Is that correct?

VD: No, I would have been in there many times over the period. We chop and change offices dependant on tenant requirements, moving around on an ad-hoc basis.

DM: When you were not in occupancy, did you advise the NNDR Team you were no longer in occupancy?

VD: No, I wouldn't advise the NNDR Team

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, is that correct?

VD: Yes, he did go in there, but I can't recall date.

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, from 6th February 2018, is that correct?

VD: Yes, I emailed David Seel, I can search my email and provide better evidence. I would have submitted update rather than Bradley Albertides to NNDR team. He left before the grant.

DM: Was the information on you grant application, correct?

VD: Accurate for part.

DM: When did Bradley Albertides vacate Office 6, Second Floor?

VD: I can't remember, it will be in my records

DM: When did you notify the Non-Domestic Rates Team stating that Bradley Albertides was no longer in occupation of Office 6, Second Floor?

VD: Never have, David Seel messed it up in 2017 or 2018, Bradley Albertides was receiving NNDR claims for the whole of the second floor as one unit, despite me emailing David Seel that there were six separate units. Bradley Albertides left about two years before the grants.

Office 5, Second Floor, 50 Holton Road

[REDACTED] (spouse) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stated the property had been in occupation since 25th June 2018. You had counter signed this document as landlord.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, is that correct?

VD: Yes

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, from December 2017, is that correct?

VD: I can't remember the dates

DM: When did Natalie Braithwaite vacate Office 5, Second Floor?

VD: Can't remember off hand

DM: When did you notify the Non-Domestic Rates Team stating that Natalie Braithwaite was no longer in occupation of Office 5, Second Floor?

VD: I can't remember, I am pretty certain KSD was registered for rates prior to Natalie.

DM: You and Fresh Bacon Co Ltd are registered at Office 5, Second Floor, 50 Holton Road for mail and banking purposes, how was this?

VD: Mail is never an issue, it is all delivered downstairs, it always ends up with me. As we are in and out of offices all the time, I haven't got time to change my mailing and bank details every time I move office

DP: If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?

VD: No, I don't inform of empty offices, I don't keep good records

Office 4, Second Floor, 50 Holton Road

Complete Cleaning submitted a NNDR Coronavirus Business Grant application for this location on 31st March 2020. The application was supported by a property licence stating the property had been in occupation since 2nd September 2019. You had counter signed this document as landlord, 1st September 2019.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, is that correct?

VD: Yes. Gwyn Roberts is actually Gwyn Richards, I got mixed up. I have got properties in Roberts Street and Richards Street and that's how I mixed the name up, it is Gwyn Richards not Roberts

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, from May 2016, is that correct?

VD: Yes

DM: When did Gwyn Richards vacate Office 4, Second Floor?

VD: Not sure, he moved around a couple of times, he left the building recently after going down to floor one. He was treated badly due to David Seel's error, and I tried to help him with his grant claim, he was poorly treated

DM: When should you have notified the Non-Domestic Rates Team that Complete Cleaning had taken over occupation of Office 4, Second Floor?

VD: Nothing to do with me, that's up to Complete Cleaning, that's their responsibility

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Complete Cleaning were unsuccessful with their grant application.

Q: If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?

VD: No, I don't inform of empty offices, I don't keep good records

DM: You'll appreciate that it was your obligation to tell the Council that the office had been vacated

VD: Rarely have an empty office. I don't tell the Council when the offices are empty. I don't keep good records – they are ad-hoc

Office 3, Second Floor, 50 Holton Road

K & T Emporium submitted a NNDR Coronavirus Business Grant application for this location on 27th May 2020. The application was supported by a property licence stating the property had been in occupation since 1st September 2019. You had counter signed this document as landlord, 1st September 2019.

VD: They were part of the JLT set-up, Justin Todd, they eventually took over most of the top floor, they kept expanding

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Faisal was in occupation of Office 3, Second Floor, is that correct?

VD: Yes

DM: When did Office 3, Second Floor become vacant?

VD: It was close to the date, before JLT occupied. Faisal was a taxi-driver, but he was sleeping here, you could hear him snoring from the other offices.

DM: When did you notify the Non-Domestic Rates Team stating that Mr Faisal was no longer in occupation of Office 3, Second Floor?

VD: Can't remember, I wouldn't do it on a regular basis.

DM: When should you have notified the Non-Domestic Rates Team that K & T Emporium had taken over occupation of Office 3, Second Floor?

VD: I'd be responsible, only Bradley Albertides also used this office, I can't remember the dates

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, K & T Emporium were unsuccessful with their grant application.

VD: I'm not very good with admin, JLT should have registered their tenancy

Office 2, Second Floor, 50 Holton Road

Apprise Consultancy (Gwyn Richards) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stating the property had been in occupation since 4th May 2016. You had counter signed this document as landlord, 4th May 2016.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that LCMI was in occupation of Office 2, Second Floor, is that correct?

VD: Yes, they were on the second floor, I can't remember, can't recall dates and times, I don't keep very stringent records of each move. LCMI stands for Life Changing Ministry

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Mr Faisal was in occupation of Office 2, Second Floor, from around June 2017, is that correct?

VD: That was David Seel's fault, I emailed a list of was in and where. I remember an email response when he had confused the offices. LCMI were in office 2. Most units are only charged at £20 per week, I keep a paper trail and all income is declared to HMRC. I found this when investigated by Welsh Government. Paperwork didn't worry me. Look at David Seel's email. He asked in 2016/2017 for the occupants. He could have clarified

DM: When did you notify the Non-Domestic Rates Team stating that LCMI/Mr Faisal was no longer in occupation of Office 2, Second Floor?

VD: LCMI have had a few offices, some at the same time, they also had an office on the 1st floor and the Baguette shop, I probably wouldn't have notified NNDR

DM: When should you have notified the Non-Domestic Rates Team that Gwyn Richards had taken over occupation of Office 2, Second Floor?

VD: I probably didn't, Gwyn Richards moved around and left the office for about a month

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Apprise Consulting were unsuccessful with their grant application.

VD: LCMI have had 3 different offices, I can't remember when I emailed Lauren, I would probably have used my Hotmail email address. Gwyn Richards was in the building on 20 March 2020. I tried to help him with the grant. I emailed Lauren. I was disappointed. I possibly used my Councillor email address and if I did it wasn't deliberate

Office 1, Second Floor, 50 Holton Road

JLT Accountancy submitted a NNDR Coronavirus Business Grant application for this location on 26th June 2020. The application was supported by a property licence stating the property had been in occupation since 8th August 2018. You had pre-signed this document as landlord, 3rd August 2018.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Colin Jones Solicitors was in occupation of Office 1, Second Floor, is that correct?

VD: Yes

DM: When did Colin Jones Solicitors vacate Office 1, Second Floor?

VD: *Can't remember, can't recall of the top of my head, it was not empty for long*

DM: *When should you have notified the Non-Domestic Rates Team that JLT Accountancy had taken over occupation of Office 2, Second Floor?*

VD: *Not my problem, JLT should have notified, as far as I am aware the tenants should have. Eventually JLT took over the whole floor*

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, JLT Accountancy were unsuccessful with their grant application.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry. The owner email is recorded as [REDACTED]. The land registry shows Fresh Bacon Co Ltd and [REDACTED] as joint lease owners.

On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the Non-Domestic Rates Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.

On 8th April 2020, you used your Vale of Glamorgan Council email address to contact an Operations Manager (OM) who was assisting with the business grant payments at the time. You stated you were concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. You requested that a member of the team phone you on your mobile number and all correspondence be forwarded to your spouse [REDACTED] at their home address.

VD: *This is my wife's property*

DP: *The Council's business rates system lists Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry, as the owner of this property. The owner email is recorded as [REDACTED]. We also have a copy of your Fresh Bacon bank statement that you produced to support a grant application, showing rent payment from Vale Foods*

VD: *I am only helping out, this is done for convenience, I transfer any payments received into my wife's account*

DP: *But Vale Foods are paying you at Fresh Bacon, they believe you are the landlord*

VD: *I can see that, but I am only helping out*

DM: *Why did you get involved in this matter?*

VD: *I was telling the council something I believed they needed to know*

DM: *Why did you use your Vale of Glamorgan Council email account to conduct this enquiry?*

VD: I didn't realise I had

You sent a further email from your Vale of Glamorgan Council email address to the Operations Manager, 8th April 2020, advising that Vale Foods ended their tenancy 11th October 2019, stating we then let the property to Avondale 2019, who left by mutual agreement on 17th March. Further adding, we then started to tidy the place up so we could start a new business

VD: He didn't leave for a long time. Reference to "we" is to myself and Wife and we were looking for new tenants. The floor was ruined. March 2020, Vale Foods 2018 Limited was not trading but still occupying. They were supposed to pay rent, the premises got flooded

DM: Why did you again use your Vale of Glamorgan Council email account to conduct this enquiry?

VD: I wasn't doing it for a particular reason

DM: Who is currently in occupation of Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?

VD: Reggie's Pride, for about the last 18 months I think

DM: When did they re-occupy the unit?

VD: I think Vale Foods occupied the unit in about 2010, they would have signed a lease confirming this

DM: When did you agree a new lease with Vale Foods?

DP: We have a copy of a new lease you signed with Vale Foods 2018 Ltd, dated 28th January 2020.

VD: Avondale and Vale Foods are the same owners, they got flooded in December 2019 or January, February 2020, I can't remember. There was some sort of flood insurance claim going-on. They never vacated

DM: Why did you advise the Operations Manager that Avondale 2019, left by mutual agreement on 17th March, when you had already signed a lease with Vale Foods 2018 Ltd, dated 28th January 2020?

VD: We went in to clean up the building, the floor was ruined, there was still machinery there, it was never vacated. The new lease was signed because Vale Foods needed to prove they had set up a new company. They had a £32k electricity bill or something and needed to prove they were a new company, it worked. The owner, Mr Tucker, is a nightmare, it is like trying to deal with a barrel of mice.

DP: Vale Foods 2018 Ltd were denied a £25,000 NNDR Coronavirus Business Grant based on the fact that you as landlord and using your Vale of Glamorgan Council email account had advised an Operations Manager that you were now in possession of the unit from March 17th, 2020. You advised that Vale Foods had vacated, yet we have a Fresh Bacon bank statement for April 2020 showing they were still paying you rent

VD: In August 2019 they paid no rent. In April 2020 I received some rent, they were in arrears because they owed 6 months' rent in arrears. They still owe me rent, they were nothing but trouble, paying me in dribs and drabs I'll get the information over, I've learned a lesson on admin. With regards to the Council email address, there was no intention to bully staff, most of my emails were from my private email address.

APPENDIX 12

WITNESS STATEMENT

Statement of: Debbie Marles

Age if under 18: Over 18

Occupation/Position: Monitoring Officer of Vale of Glamorgan Council

1. I, Debbie Marles, make this statement in connection with a referral made to the Public Services Ombudsman for Wales that Councillor Vincent Driscoll of the Vale of Glamorgan Council has breached the Code of Conduct for elected members. The facts in this statement come from my personal knowledge.
2. I am the Vale of Glamorgan Council's Monitoring Officer and Head of Legal and Democratic Services.
3. I made a referral to the Public Services Ombudsman for Wales on 4 May 2022 (**Exhibit DM/01**).
4. An internal audit report (**Exhibit DM/02**) at the Vale of Glamorgan Council highlighted a number of concerns relating to Councillor Driscoll and 2 properties in which he has an interest as a Director of the Fresh Bacon Co Ltd, 50 Holton Road and Unit 5 Biglis House. The findings of the internal audit gave me cause for concern in terms of the Members' Code of Conduct and was therefore the basis of my referral to the Public Services Ombudsman for Wales.
5. The internal audit report was initiated after concerns were raised by officers in the Vale of Glamorgan Council's National Non-Domestic Rates ("NNDR") Team due to the number of applications submitted for coronavirus business grants for 50 Holton Road. There were 13 separate applications submitted in respect of 50 Holton Road, which is a property that is owned by Fresh Bacon Co Ltd. Councillor Driscoll and his wife are the sole directors of Fresh Bacon Co Ltd. A number of the applications were refused, 7 in total. The NNDR was also concerned that the information contained in the applications did not tally with the information they had previously been given by Councillor Driscoll about the number of businesses trading from, or having business premises in, 50 Holton Road.
6. As part of the NNDR's due diligence checks, their concerns were raised, and as a result the Head of the Regional Internal Audit Service was of the view

Case reference number: 202200739

that there was a need for an investigation.

7. As part of the internal audit report investigation, a meeting was held on 21 April 2022 between myself, Councillor Driscoll and the Council's Investigation Officer, Mr David Phillips. Councillor Driscoll was asked a series of questions for the investigation during the meeting (**Exhibit DM/03**).
8. The internal audit report made a number of findings. I had particular regard to a number of matters in the report in terms of the Members' Code of Conduct.
9. Firstly, that 13 coronavirus business grant applications had been submitted but 7 of those applications were rejected. I also had regard to the finding that there were a number of irregularities in the coronavirus business grant applications. The information provided conflicted with information previously given by Councillor Driscoll to the NNDR team about occupancy. The information did not tally with the significant number of applications submitted. The applications were for grants of £10,000. In addition to that, the Investigation Officer ascertained that no rental payments had been made in respect of the 7 businesses in respect of which the Coronavirus business grant applications had been rejected.
10. In respect of Fresh Bacon Co Ltd, the Investigation Officer found a number of issues with the company including potential forgeries, amended dates, amended floor listings and signatures. This was a cause of concern to me as Monitoring Officer. Although the Welsh Government Fraud Office did not take further action, my understanding was that this was because of the due diligence work undertaken by the NNDR Team meant that no coronavirus business grant payments had been made in respect of the 7 applications of concern. I was mindful of the fact that the Welsh Government Fraud Office would have regard to the criminal evidential test when considering any further action, whereas I considered the matter from the civil evidential test. I was satisfied that although the Welsh Government Fraud Office had not been minded to take the matter further, it was a lower evidential threshold test for a potential breach of the Members' Code of Conduct matter.
11. I had regard to the Investigation Officer's finding that information held in relation to 50 Holton Road for business rates purposes, was different to the information submitted on the business grant applications. The Investigation Officer set out that the inconsistencies and discrepancies and alterations called into question the validity of the information provided by Councillor Driscoll. There was a concern that Councillor Driscoll was chasing the outstanding business grant payments on his behalf and behalf of other businesses even though the responsibility was for each of the businesses themselves to progress their application. I was concerned about Councillor Driscoll's role in chasing up the grant applications given the irregularities.
12. I also had regard to the internal audit report's finding that there was a potential that a number of businesses failed to have their Coronavirus Business Grant claim approved as a result of the inconsistencies in the records. I was concerned that because of the actions of Councillor Driscoll

there were some businesses precluded from receiving the £10,000 grant.

13. The Investigation Officer also made findings in relation to 50c Holton Road. I was particularly concerned that there was a claim submitted on the basis that the "Baguette Shop" business had been in occupation since 11 March 2020. The timing was a concern for myself as when an officer of the NNDR went to view the property, having been told that thousands of pounds had been spent in renovating the premises, there was no evidence of any renovation work having been undertaken. In addition, the previous tenants had continued to pay rent for the relevant period. There were again inconsistencies in the information provided by Councillor Driscoll. The Council had previously received information that the lease with the previous business was due to continue until March 2021. It is also important to note that the NNDR Team had not been advised by Fresh Bacon Co Ltd or one of its directors, that the Fresh Bacon Co Ltd / baguette shop had taken up occupation. That had implications for payments of business rates and therefore the billing had not taken place.
14. The Investigation Officer also made findings in relation to offices 5 and 6, Second Floor, 50 Holton Road. With regard to those properties, it is important to note that the audit report found that conflicting information was provided by Councillor Driscoll. The information given on the grant applications did not tally with the information that had previously been provided to the NNDR Team.
15. The Investigation Officer also made findings in relation to Unit 5 Biglis House. I had regard to the finding in relation to Councillor Driscoll's Member's Register of Interest. There were inconsistencies in the information on Councillor Driscoll's register of interest at that time. Unit 5 Biglis House had initially not appeared on Councillor Driscoll's register of interests **(EXHIBIT DM/04)**. It did not appear until after I held a meeting with Councillor Driscoll on 21 April. Councillor Driscoll subsequently updated his register of interests on 4 May 2022 and referred to Unit 5 Biglis House **(EXHIBIT DM/05)**.
16. The internal audit report also found that there were various residential properties held by Fresh Bacon Co Ltd and Housing Benefit payments made to the business account of Fresh Bacon Co Ltd which were not declared by Councillor Driscoll. Councillor Driscoll subsequently advised, in the meeting of 21 April, that the Housing Benefit payments were paid to the business account of Fresh Bacon Co Ltd but he would then pass on the payments to his wife. I was concerned that there was money going into the account and I was of the view that it should have been registered on his register of interests.
17. As Monitoring Officer, I had concerns about the dealings Councillor Driscoll had with officers. I had concerns about Councillor Driscoll using his councillor email address inappropriately for private business purposes. Officers in the NNDR Team were being contacted by Councillor Driscoll using his councillor email address, which could have compromised or put

pressure on officers by making them aware he was a member of the Vale of Glamorgan Council when making the applications. I was concerned that Councillor Driscoll improperly used council resources by using his council email address for private business purposes. I also had concerns about potential disrepute due to the inappropriate applications that were submitted by Councillor Driscoll with potentially false information.

18. I provided training to elected members in 2017, which Councillor Driscoll attended (**Exhibit DM/06**). I explained the need to register interests and update the register of interests and notify of any changes within 28 days. In addition to that training, my officers in democratic services send out reminders to all members of the need to keep the register of interests updated. Councillor Driscoll was sent email reminders, alongside all members, reminding him about the need to update the register of interests (**Exhibit DM/07**).
19. I met with Councillor Driscoll on 21 April 2022, and during that meeting it was discussed that there was a concern that his register of interest had not been kept up to date in line with the Code of Conduct. Councillor Driscoll confirmed that he had not kept the register up to date. He subsequently updated it on 4 May 2022.

Statement of truth:

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

Signed:



Dated:

20.03.2023

Case reference number: 202200739

[REDACTED]

Your details

Title

Ms

Forename(s)

Debbie

Surname

Marles

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

ask@ombudsman.wales

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Your Complaint

Organisation

Type

Local Authority

Organisation - please select from the list. If your complaint is about more than one organisation, you will need to submit a separate complaint for each one. If the body you are complaining about does not appear in the list below please telephone us on 0300 7900203 or email ask@ombudsman.wales

Vale of Glamorgan Council

Councillor/Panel Members Name

Councillor Vincent Peter Driscoll

Explain how the individual has breached the Code of Conduct.

Please say which or refer to the paragraphs of the "Code" you think the member has breached.

Please also include the names and contact details of any witnesses relevant to your complaint.

Events which relate to potential breaches of the Members' Code of Conduct is as detailed within the Internal Audit Report attached as a supporting document.

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

ask@ombudsman.wales

Paragraphs of the Vale of Glamorgan Council's Members' Code of Conduct (as detailed in the Council's Constitution) potentially breached are set out below. For ease of reference the numbering provided below accords with the Vale of Glamorgan Council's numbering as detailed in the Council's Constitution, however in addition and in brackets I have provided the numbering as per

The Local Authorities (Model Code of Conduct) (Wales) Order 2008:

18.2.4(b) You must show respect and consideration for others (4(b))

18.2.4(d) You must not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, your authority (4(d))

18.2.6(a) You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute (6(1)(a))

18.2.8(a) You must not in your official capacity or otherwise, use or attempt to use your position improperly to confer on or secure for yourself, or any other person, an advantage or create or avoid for yourself, or any other person, a disadvantage (7(a))

18.2.8(b) You must not use..., the resources of your authority:

(i) imprudently

(ii) in breach of your authority's requirements

(iv) other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of the authority or of the office to which you have been elected or appointed

(vi) improperly for private purposes (7(b)(i)(ii)(iv)(vi))

18.4.1(a) subject to sub paragraph 18.4.1(d), you must within 28 days of

(ii) your election or appointment to office (if that is later),

register your personal interests where they fall within a category mentioned in paragraph 18.3.1(b)(i), in your authority's register of members' interests by providing written notification to your authority's monitoring officer. (15(1)(b))

18.4.1(b) subject to sub paragraph 18.4.1(d), you must, within 28 days of becoming aware of any new personal interest falling within a category mentioned in paragraph 18.3.1(b)(i), register that personal interest in your authority's register of members' interests by providing written notification to your authority's monitoring officer (15(2))

Witness Vale of Glamorgan Council's Internal Audit Investigating Officer, David Phillips (dphillips@valeofglamorgan.gov.uk

[Due to the size of supporting documents, the appendices to final audit report will follow separately]

Supporting Documents

- 1. Final Audit Report.pdf
- VPD Responses 21 04 22 .docx
- NNDR 50c Holton Road.docx
- Register View CYM367305 Unit 5.pdf
- Vale Foods Lease ii (002).jpg

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

- Vale Foods Lease i (002).jpg
- Training dates
.msg
- All Members Induction Seminar Code of Conduct and Governance
Arrangement.. .pptx
- Declaration of Acceptance of Office.pdf
- Land Reg documents
.msg

Declaration

I wish for the Public Services Ombudsman for Wales to consider my complaint.

I understand that my identity will be disclosed to the member who I am making a complaint against and my complaint form and all material supplied with it may be disclosed in full or in part to the member who I am making a complaint against and that this information may become public knowledge. This information will also usually be disclosed to the Monitoring Officer and Clerk (where applicable) of the appropriate Council."

I understand that I may be required to give spoken evidence in public in support of my complaint to the authority's standards committee, or any case tribunal which may be appointed to consider any report which the Ombudsman may issue if he decides to investigate my complaint.

Privacy

When considering your complaint, the Public Services Ombudsman for Wales will process your personal information, which may include health or social services records if your complaint relates to one of these areas. Further information about how we process your personal information is available in the Privacy Notice for Complainants & Representatives here. A copy of this notice will also be attached to your confirmation email.

Privacy

This document is available in Welsh and English. You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

ask@ombudsman.wales

EXHIBIT DM/02



Confidential

Internal Audit Report

Authority	Vale of Glamorgan Council
Directorate	Managing Director & Resources
Audit Title	Potential Councillor Conduct Issues - VPD
Audit	2021/22

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EXHIBIT DM/02

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EXHIBIT DM/02

Report Distributed To:	Debbie Marles – Monitoring Officer/Head of Legal and Democratic Services Carys Lord – Head of Finance / Section 151 Officer	
Report Produced & Issued By:	David Phillips – Investigation Officer (IO) Joan Davies - Audit Manager	
Report Date	Draft: 11 th October 2021	Final: 6 th December 2021

1. Introduction

- 1.1. On 19th August 2020, at the request of the Head of the Regional Internal Audit Service, the Investigation Officer (IO) was requested to review the National Non-Domestic Rate (NNDR) Coronavirus Business Grant applications received from business units related to 50 Holton Road, Barry, CF63 4HE.
- 1.2. The NNDR & Control Team had previously completed a review of business premises associated with 50 Holton Road, following a late influx of Coronavirus Business Grant applications and raised several concerns.
- 1.3. In total, there had been 13 separate NNDR business grant applications relating to units within the 50 Holton Road address.

2. Background

- 2.1. Whilst conducting due diligence checks, the NNDR & Control Team had become suspicious of the number of applications being received from the 50 Holton Road address, as many of the applicants had not previously registered for business rates at the property. From the information received there appears to be 15 separate business premises at this address, located at basement level, ground floor, first floor and second floor.
- 2.2. The landlord at this property is Vincent Peter Driscoll (VPD), a serving Councillor for the Vale of Glamorgan. All lettings at this property are authorised by VPD and made in the name of Fresh Bacon Co Ltd which is a company owned by VPD and his spouse [REDACTED].
- 2.3. Of the 13 Coronavirus Business Grant applications submitted from 50 Holton Road, 6 were eventually paid and 7 applications were rejected. These were subsequently reported to the Welsh Government Fraud Office (WGFO) for further investigation and included two applications made by VPD and one application made by his wife [REDACTED].
- 2.4. The rejected claims are detailed in Table 1 below:

EXHIBIT DM/02**Table 1 – Rejected Business Grant Claims – 50 Holton Road**

Company	Location	Tenant
Fresh Bacon Co Ltd	50c	VPD
JLT Accountancy Ltd	Office 1, 2 nd Floor	JT
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR
K&T Emporium	Office 3, 2 nd Floor	JTh
Complete Cleaning Company	Office 4, 2 nd Floor	JK
KSD Properties / Mad Properties	Office 5, 2 nd Floor	KD
Fresh Bacon Company Ltd	Office 6, 2 nd Floor	VPD

- 2.5. The main concern with the applications was that the lease agreements associated with these had irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. In addition, the information provided within the applications conflicted with previous information provided to the NNDR & Control Team by VPD in respect of the occupancy of the units within 50 Holton Road.
- 2.6. The NNDR & Control Team also highlighted concern over conflicting information being provided to them by VPD in respect of Unit 5 Biglis House, Ty Verlon Industrial Estate, Barry where [REDACTED] and Fresh Bacon Co Ltd are the leaseholders of the property.
- 2.7. Consequently, the Council's IO was asked to examine the information and liaise with the Welsh Government Fraud Office (WGFO). The WGFO did review the information and contacted VPD for additional information but concluded that no further action was to be taken in respect of the Coronavirus Business Grant applications for 50 Holton Road.
- 2.8. However, as VPD is a serving Councillor it was felt that his conduct should be examined further and considered alongside the Members' Code of Conduct.
3. **Findings**
- 3.1. The IO reviewed Councillor VPD's Register of Members' Interests submitted in June 2017, no amendments have been provided since that date. A copy of the document is at **Appendix A**. Within the Financial Interests section, VPD listed that he was in the property rental business and his company is Fresh Bacon Company Ltd. VPD also lists 4 properties where he has an interest including 50 Holton Road.
- 3.2. To verify the information provided and to ensure there had been no omissions the IO checked the Beta Companies House records as well as examining all the other available evidence.

EXHIBIT DM/02**Fresh Bacon Company Ltd**

- 3.3 The company, identified via Companies House, is active and VPD and [REDACTED] are listed as directors. VPD has declared his interest in this company on his Register of Business Interest as illustrated at **Appendix A**.
- 3.4 It is through this company that the lettings of the units at 50 Holton Road is managed.
- 3.5 In order to apply for the Coronavirus Business Grant, applicants were asked to provide lease agreements to support their applications. The concerns identified, outlined in Table 2, are that all lease agreements associated with these applications appeared to have irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. However, by reference to the Fresh Bacon Co Ltd; Lloyds Business Account supplied by VPD for the period April 2020, at **Appendix B**, no tenants at 50 Holton Road have made any monthly rental payments into this account.

Table 2 – Issues Identified Within the Lease Agreements

Company	Location	Tenant	Issues Identified
Prince Resourcing	Office 5, 1 st Floor	HD	Floor location scribbled out
JLT Accountancy Ltd	Office 1, 2 nd Floor	JLT	Floor location overwritten JLT signed lease 5 days after VPD
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR	Application submitted 30/06/20. Further lease agreement received stating occupied Office 4, 1 st Floor, 01/05/20.
JLT Accountancy Ltd	Office 2, 2 nd Floor (01/05/20)	JLT	Leaseholder signature highly suspicious
K&T Emporium	Office 3, 2 nd Floor	JT	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
Complete Cleaning Company	Office 4, 2 nd Floor	JK	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
KSD Properties	Office 5, 2 nd Floor	KD	Leaseholder signature highly suspicious
JLT Accountancy Ltd	Office 5, 2 nd Floor (01/08/20)	JLT	Leaseholder signature highly suspicious

- 3.6 This information was submitted to the WGFO for review and as a result VPD was asked further questions by the WGFO. In his response, **Appendix C**, VPD advised that "we have a laid-back approach to letting of the offices". He explained that the individual offices are let monthly, and the license agreements contain a start date but not an end date as they roll over each month. VPD explained the agreements are usually all signed by himself and if someone is with him, they would be witnessed. VPD concludes that he has been using these license agreements for about 7 years, the purpose being to inform the tenant of their obligations. VPD confirmed that he did

not witness leaseholder signatures, he just signed the agreement and gave a copy to the tenant for them to sign and keep a copy for their own records.

- 3.7 Although this explanation satisfied the WGFO, it does not explain why there were so many changes to the documents.
- 3.8 Of concern is that the information held on 50 Holton Road for business rates purposes differed to the information submitted on the business grant applications. VPD provided information in respect of the letting of the units within 50 Holton Road in March 2018, via email, to the NNDR & Control Team where he provided information in respect of 6 offices within the building (**Appendix D**). This information was held within the Council's business rates system and used for billing purposes. Shortly after this information was provided, in April 2018, the Small Business Rates Relief scheme became effective. This limited relief to a maximum of two properties per business and the information provided reduced VPD's own liability.
- 3.9 However, when the Coronavirus Business Grant applications were submitted from the 13 businesses there were notable differences. In his email in 2018 (**Appendix D**), VPD declared 6 offices on the top floor as well as a basement and 3 shops at 50 a) b) and c). However, the business grant applications were in respect of the basement and the 3 shops, 5 offices on the 1st floor and 6 offices on the 2nd (top) floor. Hence the business rates information held by the Council, provided by VPD, did not record any occupancy on the 1st floor.
- 3.10 This inconsistent information together with the discrepancies and alterations to the lease agreements supplied to support the applications detailed in Table 2, call into question the validity of the information provided by VPD. In addition, VPD was chasing up the outstanding business grant payments on behalf of himself and the other businesses even though the responsibility is for each business in occupation to claim themselves.
- 3.11 As a result of the inconsistencies in the records, Apprise Consultancy Ltd, a genuine company residing at 50 Holton Road, failed to have their Coronavirus Business Grant claim approved.

50c Holton Road, Barry

- 3.12 The Coronavirus Business Grant application for £10,000, made by VPD on 7th April 2020 for the Baguette Shop at 50C Holton Road also raised queries regarding the authenticity of the claim (**Appendix E**). The claim stated that the premises had been in occupation since 11th March 2020 and was due to open in early April 2020. The application was made in the business name 'Baguette Shop' and in the trading information section of the application, VPD stated he was trading as a limited company and supplied the company registration number which, when checked, was the Fresh Bacon Co Ltd. registration number.

- 3.13 VPD sent an email from his Vale of Glamorgan Council email address to a member of the NNDR & Control Team on 24th April 2020. In this email, VPD states that he intended to open the shop in early April 2020 but was unable to do so due to the pandemic.
- 3.14 On 5th May 2020, VPD sent another email reiterating that he was renovating the property and had planned to open in early April 2020 as a baguette shop. VPD stated *"we have spent thousands on this project and believe are entitled to this grant"*. A member of the NNDR & Control Team visited the 50c Holton Road premises on 6th May 2020 and identified that the unit was in a position of disrepair and several photographs were taken as proof.
- 3.15 The WGFO also asked VPD some questions in relation to this property (**Appendix C**). VPD explained that although the previous tenants had continued to pay him rent, they had not used the premises for 2 years. VPD stated that in late 2019 he decided to upgrade the property to open a family business if it could not be re-let. VPD says he was advised in March 2020 that the former tenants would cease paying rent. VPD goes on to state:
"I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant."
- 3.16 VPD had previously provided a copy of the lease to the NNDR & Control Team in March 2018 confirming the lease was to end in March 2021 and consequently the NNDR & Control Team dealt directly with that leaseholder LCMI (**Appendix F**).
- 3.17 However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition. Therefore, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises until he submitted his grant claim and was challenged. It should be noted that once vacated and unoccupied VPD becomes liable for the empty property business rates. The previous occupants at this address were liable for Business Rates of £3,905.50 per annum.
- 3.18 Inspection of the premises in May 2020 by the NNDR & Control Team confirmed that the property was unoccupied, and the grant application made by VPD was refused. This unit was subsequently 'let' to a third-party occupant by VPD in August 2020.

Office 6, Second Floor, 50 Holton Road

- 3.19 VPD submitted a Coronavirus Business Grant application for £10,000 (**Appendix G**), for this unit on 26th June 2020 and the application stated the property had been in occupation by VPD, in the name of Fresh Bacon Company, since 1st April 2017. This information however is different to the information previously supplied by VPD to the NNDR & Control Team in March 2018 and to the information VPD supplied to the WGFO in February 2021

- 3.20 In emails forwarded to the NNDR & Control Team between 16th & 19th March 2018, **(Appendix D)**, VPD states that a tenant, BA, occupied Office 6 from 6th February 2018.
- 3.21 In his response to the WGFO investigation, submitted 16th February 2021, **(Appendix C)**, VPD states BA was the tenant in Office 6 from March 2018, which confirms the email VPD sent to the Vale Council at the time. VPD then says that when the tenant left, the office was cleared and VPD began using it as his own office to interview prospective tenants and to act as a show room. VPD however does not actually say when the tenant BA vacated the office but says he uses Office 6 in this manner provided it is not rented at the time to an alternative tenant.
- 3.22 The information provided by VPD in his Coronavirus Business Grant application is therefore different to previous information supplied to the NNDR & Control Team and more recently the WGFO. VPD says in his grant application that Fresh Bacon Company had occupied that office since 1st April 2017, however VPD's email to the Council in March 2018 and the information VPD supplied to the WGFO in February 2021 confirms BA was a tenant in March 2018.
- 3.23 If changes are made to the occupation of the property VPD should inform the Council's NNDR & Control Team to ensure records and billing information remains accurate. At no point prior to the announcement of the grants did VPD advise the Council that the information held in respect of this office unit was inaccurate.
- Office 5, Second Floor, 50 Holton Road**
- 3.24 [REDACTED] submitted a Coronavirus Business Grant application for £10,000, for this unit **(Appendix H)**, on 30th June 2020 in the name of Mad Properties trading as KSD Properties. The application stated the unit had been in occupation by this company since 25th June 2018.
- 3.25 To support this application, [REDACTED] supplied a copy of the lease agreement for Office 5, dated 25th June 2018. The agreement was countersigned by VPD. The [REDACTED] signature on this lease agreement shows little resemblance to signatures previously supplied by [REDACTED] on other documents.
- 3.26 [REDACTED] failed to respond to the WGFO investigation however VPD replied on her behalf within his response to the WGFO **(Appendix C)** stating that Office 5 is the registered office for the Fresh Bacon Company and the address used for bank accounts and utility bills. However, VPD goes on to say that he does move offices regularly, meeting the demand of perspective tenants and it would be "hugely complex and time consuming to re-register each time".
- 3.27 In his email of March 2018 VPD provided the NNDR & Control Team with the details of the tenant of Office 5 and it appears from the application that VPD's wife took over the tenancy in June 2018, yet no one advised the Council of this change.

- 3.28 In addition, VPD refers to Office 5 as being occupied by the Fresh Bacon Company, yet the application made in June 2020 was in the name of Mad Properties. It should also be noted that VPD has not disclosed any connection to this company in his Declaration of Business Interests.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

- 3.29 The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd. Office 5, Second Floor, Holton Road, Barry. The owner email is recorded as [REDACTED] and the land registry shows Fresh Bacon Co Ltd and [REDACTED] as joint lease owners as illustrated in **Appendix I**.
- 3.30 On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the NNDR & Control Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.
- 3.31 On 8th April 2020, VPD used his Vale of Glamorgan Council email address to contact an Operational Manager (OM) who was assisting with the business grant payments at the time. VPD stated that he was concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. VPD requested that a member of the team phone him on his mobile number and all correspondence be forwarded to his spouse [REDACTED] at their home address. This email trail is at **Appendix J**.
- 3.32 A subsequent email from VPD to the OM, again from his Vale of Glamorgan Council email address, stated that Vale Foods ended their tenancy 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. VPD advised that "we then started to tidy up the place so we could start a new business from there". This is also within **Appendix J**.
- 3.33 On 15th April 2020, the NNDR & Control Team sent an email to VPD advising that Avondale had already informed NNDR that they had not occupied the premises and requested that VPD ask [REDACTED] to clarify the position at the premises and advise who is liable for business rates as well as supplying exact dates.
- 3.34 On 13th May 2020, the NNDR & Control Team sent a further email to VPD advising that the information sought had not been received and a lot of conflicting information had been sent in which required the landlord to supply further information to clarify the actual position (**Appendix K**).
- 3.35 The NNDR & Control Team have not received a response from either VPD or [REDACTED] on this subject.
- 3.36 On 13th May 2020, a member of the NNDR & Control Team sent an email to Vale Foods seeking recovery of previous years business rates and advising that their Coronavirus Business Grant application had been unsuccessful as the landlord had advised he had taken possession of the unit on 17th March 2020 (**Appendix L**).

- 3.37 Vale Foods responded via email, 18th May 2020, stating the following (**Appendix M**):
- They have a lease from landlord VPD showing they clearly occupy the premises
 - They have bank statements clearly showing rent payments to VPD
 - A new lease was signed with VPD in January 2020
 - Due to flooding in February 2020, their insurance company were making rent payments to VPD while Vale Foods were awaiting repairs
- 3.38 Vale Foods have produced a commercial lease agreement for Unit 5, Biglis House. The lease agreement was signed between [REDACTED] (Landlord) and Vale Foods 2018 Ltd. The document was dated 27th January 2020 and VPD signed the document on behalf of [REDACTED] (**Appendix N**).
- 3.39 The Fresh Bacon Co Ltd business bank statement for April 2020, shows that Vale Foods were paying rent into this account, £100 dated 6th April 2020, and £100 dated 22nd April 2020 (**Appendix B**).
- 3.40 Therefore, the information supplied by VPD in **Appendix J** is inaccurate and contradictory. VPD states that Vale Foods ended their tenancy on 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. However, VPD's bank statements clearly show that Vale Foods continued to pay rent to VPD as recently as April 2020 and Vale Foods have a lease signed by VPD and dated January 2020 to prove their tenancy. It is therefore clear that VPD has not provided accurate information to the Council.
- 3.41 It should be highlighted that the grant condition date was 20th March 2020 and VPD informed the OM via email that the Unit became vacant on 17th March 2020 (3 days prior to grant condition date). VPD also stated that he intended to start a new business from there, so it is possible VPD was preparing to submit a business grant application for that property.
- 3.42 VPD has never declared Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry, in his Register of Members' Interests.

Various Residential Properties

- 3.43 VPD has declared an interest in some residential properties in his Register of Members' Interests at **Appendix A**. However, it has been identified that VPD has been in receipt of housing benefit for another, non-disclosed property, 3 Lombard Street, Barry, as the landlord, since December 2006. The current rate of housing benefit for this property is £120.00 per week as illustrated in **Appendix O**.

4. Conclusions

4.1 All Members must abide by the Code of Conduct, be aware of public perception and therefore undertake extra diligence when business interests are involved. Findings throughout this report illustrate that Councillor VPD has not provided the Council with accurate information when required or when requested to do so and has attempted to gain grant funding when it is apparent that the claims were not justified. This report gives several examples which suggests that the code has been breached on several occasions.

4.2 Appendix 1 to Section 16 of the Members Code of Conduct outlines the expected principles of Members' Conduct. Ten principles are listed as follows:

- Selflessness
- Honesty
- Integrity and propriety
- Duty to uphold the law
- Stewardship
- Objectivity in decision making
- Equality and respect
- Openness
- Accountability
- Leadership

4.3 The definition of selflessness states that Members must act solely in the public interest. They must never use their position as Members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.

4.4 It has been identified that VPD has used his Vale of Glamorgan Council email address, which is solely for the purpose of Council business, when contacting Officers of the Council in respect of his own business interests. This has been demonstrated throughout the report but in particular VPD used it when dealing with Officers in the NNDR & Control Team when clarifying who was responsible for business rates at each unit within 50 Holton Road and again when VPD was incorrectly advising an Operational Manager of the status of Unit 5 Biglis House.

4.5 By using his Council email address, VPD, could make Officers feel intimidated or pressurised as they would be fully aware that they are corresponding with an elected member. This could be perceived as VPD attempting to gain an advantage due to his position within the Council.

4.6 VPD's honesty and integrity can also be called into question. The report has illustrated that VPD failed to inform or update the Council's NNDR & Control Team in respect of the occupancy and therefore business rate liability for the units at 50 Holton Road. These discrepancies only came to light when applications for the

EXHIBIT DM/02

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Authority

Vale of Glamorgan

Audit

Councillor Vincent Driscoll

Coronavirus Business Grant were received and the lease agreements, provided as supporting documentation, raised many queries.

- 4.7 As stated, VPD submitted a claim for £10,000 for Coronavirus Business Grant for Office 6, 50 Holton Road, where VPD claims he runs his business Fresh Bacon Company. However, the details provided on the application form contradicted the details previously supplied by VPD in March 2018 as well as details VPD provided to the WGFO during their investigation. This application was unsuccessful due to the inconsistencies in the documentation provided.
- 4.8 A claim for £10,000 was also submitted by [REDACTED] for Office 5, 50 Holton Road, in the name of Mad Properties trading as KSD Properties. Again, the information supplied was inconsistent and questionable, so the application failed.
- 4.9 VPD's claim for the Baguette Shop at 50c Holton Road is another example of VPD's honesty and integrity being called into question. Business rates records showed that the tenant of the shop had a lease agreement in place until 2021. However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition and that he claimed he had spent thousands on the shop getting it ready for trading. Inspection of the premise confirmed that the property was unoccupied, and the grant application made by VPD was refused. In addition, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises at which point VPD would become liable for the property business rates.
- 4.10 In respect of Biglis House, VPD informed the Council that the tenancy ended with Avondale on 17th March 2020 and he was getting the premises ready to start a new business. VPD failed to advise the Council of the lease agreement signed by himself in January 2020 with Vale Foods and he also failed to mention that he was receiving monthly rental from this company. VPD did not submit a grant application however it is possible that it may have been his intention as the grant condition date was 20th March 2020, 3 days after VPD alleged that the premises had reverted to him, which has been proved to be untrue.
- 4.11 VPD's misleading actions in declaring that [REDACTED] & Fresh Bacon Co Ltd had taken possession of Unit 5, Biglis House, on 17th March 2020, resulted in an application for a Coronavirus Business Grant submitted by Vale Foods on 2nd April 2020, being rejected. VPD's lack of selflessness, honesty, integrity, propriety and openness, all principles expected of an elected member, resulted in an eligible company being discounted for a Coronavirus Business Grant to which they were entitled. Another company, who also appeared to have a genuine business grant claim in 50 Holton Road also failed to have their application approved due to the inconsistencies in VPD's records.

4.12 Section 18.3.1 of the Members Code of Conduct states that:

"You must in all matters consider whether you have a personal interest, and whether this Code of Conduct requires you to disclose that interest."

4.13 The Code goes on to specify that Members must register their personal interests or any changes with the Council's Monitoring Officer. Although VPD did complete a notification of interest form in June 2017, no amendments have been provided since that date. On this declaration VPD states he is in the property rental business and the name of his company is Fresh Bacon Company Ltd. VPD lists 4 properties where he has an interest which includes 50 Holton Road, however he fails to mention 1 local residential property even though VPD is in receipt of housing benefit, as landlord of this property since 2006.

4.14 In addition, VPD failed to declare that he had set up a Baguette Shop at 50C Holton Road and to declare his interest in Unit 5 Biglis House.

5. Recommendation

5.1 The Monitoring Officer consider the content of this report to determine any further action to be taken in respect of Councillor VPD and the potential breach of the Council's Code of Conduct for Members. Consideration should be given to making a referral to the Ombudsman.

Appendix A



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT FARM SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
NOTICE as follows :

Appendix A

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BACON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BACON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

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Appendix A

RMI1

NIL

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

~~50~~ LAND IN REAR OF 50 HOLTON RD
50 HOLTON RD BARLEY
30 ROBERT ST BARLEY
~~25~~ 45 RICHARD ST BARLEY
29 KINGSLAND CRES

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

NIL

(b) public authority or body exercising functions of a public nature
DINAS POWYS COMMUNITY COUNCIL
(c) company, industrial and provident society, charity or body directed to charitable purposes
NIL
(d) body whose principal purposes includes the influence of public opinion or policy
WELSH CONSERVATIVE PARTY
(e) Trade Union or professional association
NIL
(f) private club, society or association operating within the Authority area.
DINAS POWYS BY-PASS STEERING GROUP

EXHIBIT DM/02

Appendix A

RMI1

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. Driscoll

Date 01.06.17

RECEIVED

Monitoring Officer D. Marles

Date 01.06.17

EXHIBIT DM/02

Appendix C

Welsh Governments Economic Resilience Fund and Non-Domestic Rate Grant Fund

Response too Head of Counter Fraud, Welsh Government - Mr Stephen Toolby

Firstly, may I give you an insight and history of the property, 50 Holton Road, Barry. The property is owned by Fresh Bacon Company Ltd, the directors are myself and Mrs Kimberley Driscoll, my wife.

50 Holton Road is made up of 50A, 50B, 50C and basement at 50, first floor 50 and second floor 50 Holton Road. Around two years ago I renamed the property Holton House, 50 Holton Road. 50 A, B C and the basement are retail units which are leased on a long-term basis, usually three years or longer. The tenants are asked to sign leases as a matter of course and wouldn't be given the keys until this paperwork is completed.

These leases are far more detailed than the licenses I use for the First and Second floor of 50 Holton Road, and I believe are legally binding.

The First and Second floor are run as a serviced office business. There are five offices on the first floor and six, plus a store room, on the second floor. Both floors have kitchens and male and female toilets.

Originally, I tried to lease each floor as a whole, but due to demand in the area, this was not successful. I then established individual offices on each of the floors. These are let on a monthly basis. We require a month's rent as deposit, then rent is paid in advance. Usually monthly and usually by standing order.

The rent includes water, heating, electricity, building insurance and upkeep of communal areas. Tenure is one month and notice can be given with one month's notice.

We have a laid-back approach to the letting of the offices (B1). Many tenants appreciate this approach and are happy that they do not have a tenuous lease. This approach has worked well in the past.

Several times over recent years, tenants have left with short notice. Usually pleasing both sides. Also, tenants know that as long as they are reliable with rent, they can remain in the office for however long they require, without any unexpected upkeep costs.

These license agreements seem to work well. I don't know if they carry any weight in law and I have never taken an office tenant to court. The leases for the retail units have been tested in court and I have successfully sued previous tenants. Although these court cases are small in number and have generally left me out of pocket, they have taught me that legally binding leases for the long-term tenures are essential.

Question 1- Lease & Tenancy Agreement

- The licenses contain a start date, but not an end date, as they roll over each month. There are no repair or maintenance costs, other than to the interior of their own office i.e. décor costs. They are usually all signed by myself, if I have someone with

EXHIBIT DM/02

Appendix C

me at the time, I will ask them to witness my signature. In most circumstances, this is a member of my family.

- ☐ If the tenant is not present at the time of my signature, I put the license in their postbox or under the door to their office and await for them to sign and return to me at their earliest convenience.
- ☐ This may sound vague, but as previously explained, I don't pay a lot of credence to their status in law and have no intention of establishing their status in law.
- ☐ We have been using these licenses for around six or seven years and we never thought they would be used for anything other than informing the tenant of their obligation.

Question 2 – Application in the name of Mr Harry Driscoll

- ☐ Harry Driscoll is my son. He began trading from 50 Holton Road in around May 2018. As a family member I did not expect him to pay rent, unless his business did exceptionally well.
- ☐ However, one of the understandings we had was; if a prospective tenant was interested in the office he was occupying, then he would be required to move to another vacant office. This occurred on several occasions.
- ☐ At the time of his application for the NDR Grant he was occupying Office 5, First Floor.
- ☐ I had no idea why, or if, the license was altered.
- ☐ I am assuming his website said 'Top Floor' (Second Floor) as this is where he began and he had not updated this after he moved to the First Floor.
- ☐ With regards to his application on 28th October 2020, my understanding is he thought the application was sent to him for funding for his new office premises (at the GoodSheds). When this mistake was brought to his attention, he returned the funding he received immediately.

Question 3 – Application in the name of Vincent Driscoll (myself)

- ☐ On 11th March 2018, LCMI took out a three year lease of 50C Holton Road. LCMI are a religious charity based in the North of England. They were represented locally by Mr Clive Bate. He persuaded LCMI to open a takeaway food outlet and he would operate the business, in order to raise funds for the charity.
- ☐ Mr Bate opened the shop for two days (at most), then had a dispute with LCMI and closed the business. LCMI continued to pay the rent for two years, on an empty shop. During this time, I tried to let the shop for them, but despite employing an estate agent, had no luck.
- ☐ My eldest son, Ben, then expressed an interest in this property and reopening it as a takeaway food outlet. He was in full time employment, but the industry was not showing positive prosperity. In late 2019, we decided to begin upgrading the property with the view to opening a family business, if we couldn't re-let the property.
- ☐ As it laid empty for several years, it was in dire need of upkeep. Mr Bate had left the property with food remaining in the fridge and freezers and as a result several of the electrical appliances needed replacing. Also, the flooring in the basement of 50C, and the kitchen flooring, needed replacing. The shop lighting was poor, a new gas supply had to be installed and the whole premises needed painting.

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- We were not in a particular hurry, as LCMI continued to pay the rent.
- Around the beginning of March 2020, I received a letter from solicitors representing LCMI, to inform me they would soon begin to cease payment of rent. I decided not to contest this and as a family we decided to open the family business as previously mentioned. We decided that we would open the business around Easter, which would give my son time to submit his resignation to his employer and fulfil the notice period. However, the Covid19 pandemic then began and due to my son's previous health problems, he was advised to shield and work from home. This was a small blessing as around July we were approached by another individual who was interested in letting the unit. We then decided this would be the best way forward as we did not want to risk my son's health. Furthermore, there was little evidence of footfall in the area at that time and we were concerned that a business may not be sustainable.
- The photograph you refer to, which was taken by Vale of Glamorgan Council officers, probably shows the serve over fridge and counters out of position. This was to allow for walls and floors to be redecorated. However, most of the work was carried out in the basement of the unit.
- As for the lease, please refer to my opening statement.
- I have attached evidence of the work that was undertaken (invoices). Labelled at exhibit 3.a, to 3k
- I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant.

Question 4 – application in the name of Vincent Driscoll (myself)

- Office six is used by myself for the Serviced Office business, to interview prospective tenant and act as a show room of sorts. Providing it is not rented at the time to an alternative tenant.
- [REDACTED] was the tenant in Office six in March 2018, which is clear in an email I sent to the Vale Council at the time. After he left, his office was cleared out of his belongings and I returned to use it for the purpose previously mentioned.
- At the time of the NDR grant application, it acted as a show office for the Serviced Office business
- As for the reference to Office five as the registered office for the Fresh Bacon Company. This was the case when I initially moved into the offices some years ago and was the address I used to register bank accounts, utility bills and such likes. As you can imagine, I can move offices regularly, meeting the demands of prospective tenants, and it would be hugely complex and time consuming to re-register each time.

Question 5- application in the name of Vincent Driscoll (myself)

- The Fresh Bacon Company has three bank accounts, all with Lloyds Bank. This is a legacy from when the business was run as a bacon wholesaler and the rental side of the business at the same time.
- There was no specific office on the application form, because there was no 'drop down' box. You can see from my correspondence with the Vale Council, that I queried this on several occasions. Ms Collins, from the Vale Council, suggested I still submit the application and she would 'look at it'.

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Question 6- application in the name of Vincent Bailey

- ☐ Time Slave Recordings moved into Office Three, First Floor, on 1/06/2019. Mr Bailey has always paid his rent with cash. Please see enclosed a copy of his payment record (Exhibit 6a)
- ☐ Mr Bailey moved from Office Three to Office One, First Floor, on 13/08/2020. This would explain why his applications refer to different office numbers.

Question 7- application in the name of Justin Leigh Todd

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.
- ☐ With regards to Mr Todd's application for Office 1 Top Floor and the tenancy agreement which pre-date the listed occupation date. This occurred as Mr Todd paid a deposit for the office but did not move in until some-time after.
- ☐ Once again, the witness (Corrie Driscoll) was witnessing my signature and not that of Mr Todd.
- ☐ I am not sure who J. King is, I assume he/she is a member of Mr Todd's company who signed the agreement on his behalf.
- ☐ As for the application from JLA Rail Ltd, once again there is no room E top floor and I have no knowledge of this business ever being a tenant of 50 Holton Road.

Question 8- application in the name of Justin Leigh Todd

- ☐ As previously stated, if the tenant was not available at the time, I would sign the license and post it under their door or post office for them to sign once they received it. Quite often this was a day or so later and would explain why this agreement had differing dates. Corrie Driscoll, once again, witnesses my signature.
- ☐ I have no knowledge or understanding as to why the dates on the agreement would have been changed.
- ☐ K and T Emporium moved into 50 Holton Road in September 2019, not 2020.

Question 9- application in the name of Justin Leigh Todd

- ☐ Complete Cleaning Services began renting an office 1/09/2019. Similar to K and T Emporium the license would have been posted under the door or post box, for the tenant to sign.
- ☐ It is clear from the bank statement (exhibit) that they began paying rent in September 2019.

Question 10- application in the name of Joanne Kirby (Thorne)

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.

Question 11- application in the name of David Gwynne Richards

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Appendix C

- ☐ Mr Richards has been a tenant of 50 Holton Road since 4/05/2016. On 20/03/2020 he occupied Office Two, Second Floor. On 1/05/2020 Mr Richards moved into Office Four, First Floor.

Conclusions

Please find enclosed bank statements (exhibit). these will show a regular pattern of payments from Mr David Gwynne Richards and JLT Accountancy Services.

Mr Richards began renting in May 2016. I can produce proof of payment dating back to this date, if required.

JLT Accountancy Services payments began 2/10/2018 at £433 per month. On 3/09/2019 justin paid £300 for the first months rent for Kand T Emporium and Complete Cleaning Services. This is when Complete Cleaning Services and K and T Emporium began their tenancies. Mr Todd is the director of all three businesses and as a result paid for all three properties from one account, this was his preference. As he had agreed to pay by standing order for all rental agreements, I offered a discount.

On 3/9/2020, Mr Todd's business partner gave notice that all of his associated businesses would be leaving 50 Holton Road.

Yours Sincerely

Vince Driscoll

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Appendix D

From: Vincent Driscoll - [REDACTED]
Sent: 19 March 2018 12:49
To: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Subject: Re: 50 Holton RdBarry

Hi David

Office 1 moved in around may2016
office 2 Mr faisal around june 2017
Office 5 Dec2017
Office 4 May 2016
Office 6 feb 2018

Basement They are a limited company and moved in dec 2016
regards
vince

From: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Sent: 16 March 2018 15:35
To: 'Vincent Driscoll'
Subject: RE: 50 Holton RdBarry

Thank you for your email,

I require further information as follows

50c LCMI are they a limited company or individual trading as, if an individual please provide their name.

Office 1	Colin Jones	From what date
Office 2	Faisal	From what date and full name please
Office 5	Natalie Braithwaite	From what date
Office 4	Gwyn Roberts	From what date
Office 6	Bradley Albertides	From what date

Basement 1st Line Taxis From what date and are they a ltd company or an individual trading as, if an individual please provide their name.

If any of these properties are on a lease or a licence to occupy please provide a copy of said lease or licence.

David Seal
Senior Revenues Assistant / Uwch Gynorthwydd Incwm
Financial Services / Gwasanaethau Ariannol
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709317
mob / sym:
e-mail / e-bost: DGSeal@valeofglamorgan.gov.uk

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Appendix D

From: Vincent Driscoll [REDACTED]
Sent: 16 March 2018 15:10
To: Non Domestic Rates
Subject: 50 Holton Rd Barry

Dear David

The Basement at 50 holton rd is let to 1st line taxis.

The shop at 50c is let from 12th march 2018 to Lcmi on a 3 year lease.

The 2nd floor at 50 Holton rd is let as follows

Office 1 to Colin Jones Solicitors

Office 2 is let to Lcmi

Office 3 let ot Faisal

Office 5 is let to Natalie Braithwaite

Office 4 To Gwyn Roberts

Office 6 to Bradley Albertides

Finally as for 50 a holton rd i have not had the keys back so Sns are still liable for the premises. I will inform you when they do.

yours sincerely

Vince Driscoll

EXHIBIT DM/02

Appendix E

Coronavirus Business Grant Application

Reference number

75A292D07042020

Contact Information

Contact Name

Vince Driscoll

Contact Email Address

[REDACTED]

Contact mobile number

[REDACTED]

Business Premises Address

Business Name

Baguette Shop

Address Line 1

50c-Holton Rd

Address Line 2

Town

Barry

Postcode

cf634he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?

Yes

If yes, please provide your company number registered with Companies House

3085852

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If no, please provide your sole trader name

Business Rates Information

Is your business premises occupied?

No

Business Rates - Account number (if known)

101539768

Please provide the date you occupied the premises

2020-03-11

Is your business in the retail, leisure and hospitality sector?

Yes

BACs Details

Business Account Name

Fresh Bacon Co

Business Account Number

00477925

Business Sort Code

30-96-52

Contact Information

Submitter Full Name

Vince Driscoll

Submitted Date

07/04/2020

EXHIBIT DM/02

Appendix F

LEASE

Date: 6th MARCH 2018

Landlord FRESH BACON CO. LTD
LETS TO

Tenant LIFE CHANGING MINISTRIES INTERNATIONAL
CHURCH SOUTH CHESHIRE TRUST (ALSO KNOWN AS LCM1)
CHARITY NO 1065192
Property: SOC HOLTON RD BARRA

Lease Period For the period starting on 12 MARCH 2018

AND ENDING ON

11 MARCH 2021

Use Allowed SANDWICH SHOP

Rent THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

£7748-

A YEAR BY THESE INSTALMENTS:

(A) ON THE DATE OF THIS LEASE A PROPORTIONATE SUM (4 weeks rent as per report) £645-00
FOR THE PERIOD STARTING ON 12-3-2018

TO and then

Rent Days

WEEKLY
(B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE DAY OF EACH MONTH

149-00

WEEKLY PAYABLE ON
STANDING ORD

Rent Review N/A

Dates

THE RENT MAY BE INCREASED (UNDER CLAUSE 8) WITH EFFECT FROM THE THIRD ANNIVERSARY OF THE START OF THE LEASE PERIOD

TENANTS OBLIGATIONS PAYMENTS

1. The Tenant is to pay the Landlord:
 - 1.1 the rent
 - 1.2 the amount of every premium which the Landlord pays to insure the property under this lease, to be paid within 14 days after the Landlord gives written notice of payment (and this amount is to be paid as rent)and the following sums on demand:
 - 1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:
party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
 - 1.4 the cost of any works to the property which the Landlord does after the Tenant defaults
 - 1.5 the costs and expenses (including professional fees) which the Landlord incurs in:
 - a) dealing with any application by the Tenant for consent or approval, whether or not it is given
 - b) preparing and serving a notice of a breach of the Tenant's obligation, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
 - c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends
 - 1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due dateand in making payment under this clause:
 - (a) nothing is to be deducted or set off
 - (b) any value added tax payable is to be added.

2

2. The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 All periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due
 - 2.3 a registration fee of £20 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3

USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them:
 - 3.1 to use the property only for the use allowed
 - 3.2 not to do anything which might invalidate any insurance policy covering the property or which might increase the premium
 - 3.3 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

Appendix F

- 3.4 not to display any advertisements on the outside of the property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.5 not to overload the floors or walls of the property
- 3.6 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

4 ACCESS

- 4 The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:
 - 4.1 for these purposes:
 - a) inspecting the condition of the property, or how it is being used
 - b) doing works which the Landlord is permitted to do under clause 3.4(e)
 - c) complying with any statutory obligation
 - d) viewing the property as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant
 - e) valuing the property
 - f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving neighbouring property
 - 4.2 and only seven days' written notice except in emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITIONS

- 5 The Tenant is to comply with the following duties in relation to the property:
 - 5.1 to maintain the property in no worse state and condition than it is in at the date hereof as evidenced by the schedule of condition attached
 - 5.2 to do the work to the property which any authority acting under an Act of Parliament requires
 - 5.3 but the Tenant need not:
 - a) alter or improve the property
 - b) make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act or default of the Tenant
 - 5.4 If the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
 - a) start the work within two months or immediately in case of emergency, and
 - b) proceed diligently with the work
 - c) in default, permit the Landlord to do the work
 - 5.5 not to make any structural alterations, external alterations or additions to the property
 - 5.6 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)
 - 5.7 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
 - 5.8 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:
 - (a) Give his consent in writing to the work
 - (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work.
 - 5.9 any dispute arising under clause arising under clause 5. is to be decided by arbitration under clause 14.5.

6

TRANSFER ETC.

6. The Tenant is to comply with the following:
 - 6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder
 - 6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord consents and the Landlord is not entitled to withhold that consent unreasonably or delay it
 - 6.3 any sublease is to be in terms which are consistent with this lease, but is not to permit the sub-tenant to underlet
 - 6.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3
 - 6.5 If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant.

7

OTHER MATTERS

7. The Tenant
 - 7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property within 14 days after he receives it
 - 7.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
 - 7.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance (such consent not to be unreasonably withheld or delayed)

8

RENT REVIEW

- 8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date
- 8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:
 - a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property
 - b) the property is vacant and had not been occupied by the Tenant or any sub-tenant
 - c) the property can immediately be used
 - d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 11 has been made good
 - e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value, other than anything which the Tenant was obliged to do under the terms of this lease
- 8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease
- 8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.5
- 8.5
 - a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
 - b) Starting on that rent day, the Tenant is to pay the new rent
 - c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

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9

DAMAGE

9. If the property is damaged by any of the risks to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 9.1 the rent, or a fair proportion of it, is to be suspended until the property is fully restored.
- 9.2 If at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not delayed the restoration) or the Tenant can end this lease by giving one month's notice to the other during the three year period, in which case
- a) the insurance money belongs to the Landlord and
 - b) the Landlord's obligation to make good damage under clause 11 ceases
- 9.3 a notice given outside the time limits in clause 9.2 is not effective
- 9.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 14.5
- 9.5 The Tenant cannot claim the benefit of this clause to the extent that the insurer refuses to pay the insurance money because of his act or default

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10

QUIET ENJOYMENT

10. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11

INSURANCE

11. The Landlord agrees with the Tenant:
- 11.1 The Landlord is to keep the property (except the plate glass) insured with reputable insurers to cover:
- a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord (the insured risks)
- So far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 11.2 and to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force
- 11.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

12

FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- a) payment of any rent is 21 days overdue, even if in the case of Rent only it was not formally demanded
 - b) the Tenant has not complied with any of the terms in this lease
 - c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed

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- d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor or the Landlord

13 END OF LEASE

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (If the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

LANDLORD

- 14.2 (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

TENANT

- 14.3 (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a Transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy.
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

SERVICE OF NOTICES

- 14.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 1.4.6 The headings do not form part of this Lease.

EXHIBIT DM/02

Appendix F

STAMP DUTY

15

This lease has not been granted to implement an agreement for a lease.

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

"Guarantor"

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the tenancy is lawfully ended and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord requires, in the same form but as a rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

Signed as a deed by/on behalf of the

Landlord

and delivered in the presence of

Landlord

Witness

Witness's occupation and address

ON BEHALF OF LCMI
25 GREGGIE ST
WHITHORN
WIGTOWNSHIRE
DG8 8NS

MR CLIVE BATE

CHARITY COMMISSION NO 1065192

EXHIBIT DM/02

Appendix G



Coronavirus Business Grant Application



The most efficient way to complete this application is online at
<https://forms.valenfglamorgan.gov.uk/en/businessgrants>

An online application may also result in your potential grant payment being paid direct into your grant sooner.

NIA
Grant
CAC
sent
26.8.17
response

Contact Information

Contact name	VINCE DRISCOLL
Contact mobile number	[REDACTED]
Contact e-mail address	[REDACTED]

Business Premise Information

Business Name	FRESH BACON CO LTD
1st line of address	OFFICE 6 2 ND FLOOR
2nd line of address	80 MOLTON RD
Town	BARRY
Postcode	CF63 4HE

Correspondence address (if different from above)

1st line of address	AS ABOVE
2nd line of address	
Town	
Postcode	

Trading information

Are you trading as a Limited Company?	YES
If yes, please provide your company number registered with Companies House	3085852

EXHIBIT DM/02

Appendix G

If no, please provide your sole trader name	
---	--

Business Rates Information

Is your business premises occupied?	YES
Business Rates - Account number (if known)	100302800477
Please provide the date you occupied the premises	1 APR 2017
Is your business in the retail, leisure and hospitality sector?	YES NO

Business Support Grants Fund


The Vale of Glamorgan Council is currently collating business information in response to the Welsh Government announcement that businesses may qualify for a support grant. In order to prepare for potential distribution of grant funding please provide the following supporting document.

Copy of your latest bank statement (showing your sort code and account number and bank account name)	
--	--

BACs details

Business Account Name	FRESH DRINKS CO
Business Sort Code	30 96 52
Business Account Number	00479925

Completed by:

Full name	VINCENT DRISCOLL	Date	26 June 2020
Signature			

Declaration

The information and signed declaration provided by you for a Coronavirus Business Grant by Welsh Government is being provided on the basis that you are making a truthful declaration that the information you provide is accurate. In declaring that you are a 'business in occupation within the Vale of Glamorgan' entitles you to Coronavirus Business Grant support from Welsh Government. If you falsely provide information which results in an offer and acceptance of a grant to which you are not entitled, then this may subsequently result in legal action being taken against you and legal proceedings will be taken against you to recover any monies provided as part of the Coronavirus Business Grant.

Please complete and return this application along with the supporting document required by e-mail to businessgrants@valeofglamorgan.gov.uk

OR

in the pre-paid envelope provided to Non-Domestic Rates Department, Vale of Glamorgan Council, Civic Offices, Holton Road, Barry, CF63 4RU.

EXHIBIT DM/02

Appendix H

Coronavirus Business Grant Application

Reference number

[REDACTED]

Business Rates - Account number

[REDACTED]

Local Authority Property Reference

Contact Information

Contact Name

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Premises Address

Business Name

Mad properties

Address Line 1

Office 5 2nd floor

Address Line 2

50 holton Ed

Town

Barry

Postcode

CF63. 4he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

EXHIBIT DM/02

Are you trading as a Limited Company?

No

If yes, please provide your company number registered with Companies House

Not limited

If no, please provide your sole trader name

Ksd properties

Business Rates Information

Is your business premises occupied?

Yes

Business Rates - Account number

[REDACTED]

Local Authority Property Reference

Please provide the date you occupied the premises

2018-06-25

Is your business in the retail, leisure and hospitality sector?

No

State Aid Notification

Has your business received any public sector assistance through a State Aid de minimis scheme over the past 3 years?

No

If yes, Please provide details

BACs Details

Business Account Name

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contact Information

Submitter Full Name

[REDACTED]

Submitted Date

30/06/2020

EXHIBIT DM/02

Appendix I

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD Â CHOPI SWYDDOGOL O FEWN YSTYR ADHAN 67 O DDEDDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

Title number / Rhif teitl CYM367305

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

- 3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.
 - 4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.
- NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.
- 5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.
 - 6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 24 August 2007
 Term : 15 Years from 24 August 2007
 Parties : (1) Kimberley Suzanne Driscoll
 (2) The Fresh Bacon Company
 - 7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alcwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r
gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December
2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2)
Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

EXHIBIT DM/02

Appendix J

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:21
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: Unit 5 Biglis house Ty Verlon ind Estate

Dear Phil

Hope all is well, Ive been trying to speak with the NNDR dept to no avail. My wife [REDACTED] owns the above property and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march, moving to tremorfa in Cardiff. Can you ask a member of the team to phone me on [REDACTED], also to send all correspondence to KS Driscoll, Sunnycroft Farm Sunnycroft Lane Dinas Powys CF644Qp.

Regards

Vince Driscoll

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:38
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Vince

When did their lease run until? What was the business name?

Cheers

Phil

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:54
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Phil

Yes Vale Foods ,their tenancy ended on the 11 oct 2019,we then let the property to Avondale 2019,who left by mutual agreement on 17th March.We then started to tidy the place up so we could start a new business from there.

Regards

Vince

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:57
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Collins, Lauren <laecollins@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

I think it will boil down to whether they were on the rates system as of 20th March...If they moved to Cardiff they would get the grant there. If they were still on our system then vale would pay the grant. Lauren, is this something you would cross reference with Cardiff NNDR?

They wouldn't be able to claim it twice but would probably be eligible in one or the other.

Cheers

Phil

EXHIBIT DM/02

Appendix K

From: Collins, Lauren <lacollins@valeofglamorgan.gov.uk> **On Behalf Of** Non Domestic Rates
Sent: 13 May 2020 10:04
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Further to the below email, I do not appear to have had confirmation of the position of occupation at Unit 5 Bilgis House, there is a lot of conflicting information being received at the moment and it would be appreciated if you could get the owner of the premises as advised in the email below to confirm the position at the property please.

I apologise if this has already been sent, please could you resend to nndr@valeofglamorgan.gov.uk.

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

From: Collins, Lauren **On Behalf Of** Non Domestic Rates
Sent: 15 April 2020 08:42
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Thank you for your email. Avondale 2019 actually informed us they were never able to occupy the premises as there was an issue with Vale Food Supplies. Therefore, we do not hold Avondale 2019 liable for the Business Rates.

If the premise was vacated on 17.03.2020, it will be eligible for empty rates but no grant will be payable to the owner of the premise. Mr Driscoll, please could you get [REDACTED] (as the owner of property) to send an email to nndr@valeofglamorgan.gov.uk to clarify the position at the premise and advise exactly who should be liable including date?

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

EXHIBIT DM/02

Appendix L

On Wednesday, 13 May 2020, 09:54:42 BST, Business Grants
<businessgrants@valeofglamorgan.gov.uk> wrote:

Good morning,

We have looked into your application and liability at the premises.

We had not been advised of Vale Foods 2018 LTD reoccupation of the premises since we had been advised in writing by the Director of the company at the time that Vale Foods 2018 LTD had ceased trading at the premises in June 2019. Please note as compulsory strike-off action has been suspended and you, Mr Tucker are now director of this limited company, there does remain a balance owing for business rates. The balance of £6564.04 in the name of Vale Foods 2018 LTD is payable immediately (as it is in respect of previous financial years) and is the remaining balance owing for the period of liability from 06.08.2018 to 24.08.2019. I have attached copies of business rates bills to confirm the balance.

We then received the email (attached) from Natalie Reed advising Vale Food Catering Services LTD took up occupancy from 24.06.2019 onwards. We also received an email dated 04.09.2019 confirming the company name was actually Vale Food Catering Suppliers not Services and this had been amended.

We were then advised the Avondale 2019 LTD were taking over the premises from 11.11.2019. Natalie, you were then sent an email from myself confirming the closing balance for Vale Food Catering Services LTD.

However, I was then informed in January 2020 that Avondale LTD did not actually take up occupancy and they confirmed that the previous occupier (Vale Food Catering Services LTD) were still there.

Therefore bills were reissued to the premise in the name Vale Food Catering Suppliers LTD, to which we have had no returned mail, payment or queries from yourselves.

Meanwhile, your application for a business grant is in the name Vale Foods 2018 LTD and is confirming you have been in occupation since 01.01.2018?

Finally, we have been advised by the landlord that they took back possession on 17.03.2020.

Regardless of the conflicting information we have received regarding occupation of the premises prior to 17.03.2020, as the landlord has confirmed he has taken back possession of the premises we are unable to consider your application for a grant as you were not in occupation of the premise on 20.03.2020 (the date in which businesses must have been in occupation for the purposes of the grant under Welsh Government guidance).

I trust this clarifies the position.

Yours sincerely,

[Redacted Signature]

Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

EXHIBIT DM/02

Appendix M

From: NATALIE REED [REDACTED]

To: Business Grants <BusinessGrants@valeofglamorgan.gov.uk>

Sent: Monday, 18 May 2020, 14:45:15 BST

Subject: [REDACTED]

Hi

Thank you for your email.

We are confused as to why you have stated that the landlord has said the property is vacant.

We have a lease from the landlord Vince Driscoll which clearly states that Vale Foods 2018 occupies the premises. We have bank statements which clearly show the rent being paid to him.

We left the premises last year to move to a smaller outlet, which did not work out for us. We had two companies who were interested in taking over the premises but this did not happen due to problems with their businesses being set up.

We therefore signed a new lease in January 20 with Vince Driscoll which we have documented evidence of.

The factory was hit by the floods in February this year and have evidence of the insurance company calling out to us to inspect the damage. Mr Driscoll must be confused with the fact that from 28 February we were unable to trade from the factory because of this until we get the insurance paid out so we can get the necessary repairs made in order for us to begin trading again. The insurance company has even agreed to pay the rent to Mr Driscoll whilst we wait for the repairs to be done.

Please advise.

Regards

Natalie

EXHIBIT DM/02

Appendix N

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

BETWEEN:

[REDACTED] of Sunnycroft Farm, Dinas Powys

Fax: [REDACTED]

(the "Landlord")

OF THE FIRST PART

- AND -

Vale Foods 2018 Ltd of Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE

Telephone: [REDACTED]

Fax: [REDACTED]

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease,

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BE, and from time to time altered, expanded or reduced by the Landlord in its sole discretion;

EXHIBIT DM/02

Appendix N

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27th day of January, 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DUNRAVEN ST

BARRY


(Landlord)
Date: 27th January 2020


(Witness) Sign / Date: 27th January 2020


Print

Address: 04 DUNRAVEN ST

BARRY



Signed for and on behalf of
Vale Foods 2018 Ltd (Tenant) by
N Tucker Date: 27th January 2020

EXHIBIT DM/02

Appendix O

31 August 2021

401447900 twh

8219725

MR VINCE S DRISCOLL
OFFICE 5, 2ND FLOOR
50 HOLTON ROAD
BARRY
VALE OF GLAMORGAN
CF63 4HE

Dear MR DRISCOLL,

RE: Housing Benefit

The Housing Benefit award for your tenant [REDACTED] of
3 LOMBARD STREET, BARRY has been reviewed.

The awards are as follows:

FROM	TO	WEEKLY AMOUNT
16 Aug 2021	04 Apr 2022	ú120.00

As a result of the change, you have been underpaid the sum of ú25.00.

This will be included in your next payment for this tenant. The
reason for the change is I have received a decision from the rent
officer and has been calculated as follows:

Period	Weekly Amount	New Award
16 Aug 2021 23 Aug 2021	95.00	120.00

Your future payments will be ú480.00 every four weeks.

Payment will be made by BACS payments into your designated bank or
building society account.

Bank name [REDACTED]

Account name [REDACTED]

Please read your rights and duties on the last page of this letter.

Yours sincerely,

Benefits Manager

EXHIBIT DM/03

VD Responses – 21/04/2022

Present:

Vincent Driscoll - Councillor

Debbie Marles - Head of Legal and Democratic Services

David Phillips - Investigation Officer

Points to Prove: Members Code of Conduct – Register of Members Interests

On 1st June 2017 you completed your Register of Members Interests and advised you were resident at Sunnycroft Farm, Sunnycroft Lane, Dinas Powys.

Section 1: Financial Interests

- (a) You listed Property Rental as a business you carried out
- (b) You listed Fresh Bacon Co Ltd, for remuneration/director purposes
- (d) You listed Fresh Bacon Co Ltd, as a company where you had a beneficial interest exceeding £25,000
- (f) You provided the following properties in which have a beneficial interest:
 - ☐ Land at rear of 50 Holton Road, Barry
 - ☐ 50 Holton Road, Barry
 - ☐ 30 Roberts Street, Barry
 - ☐ 45 Richards Street, Barry
 - ☐ 29 Kingsland Crescent, Barry

DM: Why is there no reference to Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?

Fresh Bacon Co Ltd is a joint owner of this property

VD: I have no liability for Unit 5, it shouldn't be included on my Register of Interests, the property belongs to my wife. The unit was let out to Vale Foods in 2010, or thereabouts. If I have anything to do with it, I am only helping my wife.

If payments were going into the Fresh Bacon Company accounts, you should have a record of the payments then going to my Wife's account.

DM: It was my understanding that your Wife and Fresh Bacon Company had a Parent / Head Lease of Unit 5 and that they granted a sub-lease(s) to a third party (s).

VD: Will provide DM with a copy of the lease.

DM: Why is there no reference to 26 Kingsland Crescent, Barry?

Academy lists the owner of the above property as VPD, Fresh Bacon Co, Office 5, 2nd floor, 50 Holton Road, Barry. There is a charge listed for this property on the Companies House register for Fresh Bacon Co Ltd.

VD: *I am not sure whether it is number 26 or 29 Kingsland Crescent, however, I only have one property in Kingsland Crescent. I'll check the Land Registry entry and clarify / change my Register of Interest if I've got the wrong number on the Register.*

DM: *Why is there no reference to 3 Lombard Street, Barry?*

Fresh Bacon Co Ltd currently in receipt of £480 four weekly HB payment for this property. All landlord mail forwarded to VDP @ 50 Holton Road

VD: *This is my Wife's house and isn't for listing on my Register of Interests. I will provide a copy of the Land Registry document.*

Although in my Wife's name, payments are made to Fresh Bacon Company and then on to my Wife's account.

DP: *While I accept payments are made to your wife, you are listed as landlord, Fresh Bacon Company Ltd is on the council's systems and all mail is address to you at Office 5, 2nd Floor, 50 Holton Road, why have you never informed the council you are not the landlord?*

VD: *My wife is also a director at Fresh Bacon Co Ltd. I am only helping her out, I do not make a financial gain.*

DM: *You were a director at Prince Resourcing Group Ltd, 1st March 2019 to 1st July 2019 why didn't you record this on your Register of Members' Interests?*

VD: *I was helping my son out he needed another director. I don't know nothing anything about recruitment. I can't remember how long I was a director for, a couple of months. I will make a change to my Register of Interests.*

DM: *What other business interests do you currently have?*

VD: *None*

Points to Prove: Members Code of Conduct

50c Holton Road – NNDR Grant Application

VPD submitted a NNDR Coronavirus Business Grant application via email, 7th April 2020. The application stated the property had been in occupation since, 11th March 2020, and the application was made in the business name 'Baguette Shop'.

In the trading information section of the application, VPD stated he was trading as a limited company and supplied the following number, 3085852. This number relates to Fresh Bacon Co Ltd.

You applied for NNDR Grant of £10,000, stating a business name Baguette Shop,

DM: *When did you advise the Revenues Team that the Baguette Shop had become liable for business rates at 50c Holton Road?*

VD: *I don't know the date, but I definitely did, I got a massive rates demand as a result.*

EXHIBIT DM/03

DM: When did you advise the Revenues Team that Life Changing Ministries were no longer liable for business rate at 50c Holton Road?

VD: Can't remember, but I know I did, I will have to find the email

DM: When should you as landlord advised the Revenues Team that the property was now empty?

VD: It is not usually my responsibility; new tenants should normally notify the NNDR Team.

DM: Had the Baguette Shop ever traded or been liable for business rates prior to your grant application?

VD: No, we never traded. I explained this to Welsh Govt, they were satisfied. The previous occupants hadn't traded for about 18 months, 2 years, there was still stuff in the fridges. My son had expressed an interest in opening it back up, so we started cleaning it up for him to go into business. Then covid struck hard and my son had to isolate for 3-months. After that, we were lucky enough to let it out to someone else.

DM: In the business rates section you advised the premises was not occupied, yet you supplied a business number (101539768), where did you get this number from?

VD: I don't know, it's not a separate company number, possibly a business rates number. maybe you could cross reference that. I got it from somewhere

This number had previously been assigned to Fresh Bacon Co Ltd in 2018, when they were liable for business rates at the property. (DP)

DM: On 24th April 2020 you sent two emails to Lauren Collins (Revenues Team) from your Vale of Glamorgan Councillor email address, enquiring about your 50c Holton Road grant application, why would you use your Vale of Glamorgan Councillor email address for non-council business?

VD: Not sure why, there was no intention to influence or intimidate there was no reason it was a mistake.

Office 6, Second Floor, 50 Holton Road

VPD submitted a NNDR Coronavirus Business Grant application for this location on 26th June 2020. The application stated the property had been in occupation since 1st April 2017, but this information totally contradicts information previously supplied by VPD to the NNDR Business Grants team.

DM: On your application form, you stated that you had been in occupation of this office since 1st April 2017, Is that correct?

VD: No, I would have been in there many times over the period. We chop and change offices dependant on tenant requirements, moving around on an ad-hoc basis.

DM: When you were not in occupancy, did you advise the NNDR Team you were no longer in occupancy?

EXHIBIT DM/03

VD: No, I wouldn't advise the NNDR Team

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, is that correct?

VD: Yes, he did go in there, but I can't recall date.

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Bradley Albertides was in occupation of Office 6, Second Floor, from 6th February 2018, is that correct?

VD: Yes, I emailed David Seel, I can search my email and provide better evidence. I would have submitted update rather than Bradley Albertides to NNDR team. He left before the grant.

DM: Was the information on you grant application, correct?

VD: Accurate for part.

DM: When did Bradley Albertides vacate Office 6, Second Floor?

VD: I can't remember, it will be in my records

DM: When did you notify the Non-Domestic Rates Team stating that Bradley Albertides was no longer in occupation of Office 6, Second Floor?

VD: Never have, David Seel messed it up in 2017 or 2018, Bradley Albertides was receiving NNDR claims for the whole of the second floor as one unit, despite me emailing David Seel that there were six separate units. Bradley Albertides left about two years before the grants.

Office 5, Second Floor, 50 Holton Road

Kimberley Driscoll (spouse) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stated the property had been in occupation since 25th June 2018. You had counter signed this document as landlord.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, is that correct?

VD: Yes

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Natalie Braithwaite was in occupation of Office 5, Second Floor, from December 2017, is that correct?

VD: I can't remember the dates

DM: When did Natalie Braithwaite vacate Office 5, Second Floor?

VD: Can't remember off hand

EXHIBIT DM/03

DM: *When did you notify the Non-Domestic Rates Team stating that Natalie Braithwaite was no longer in occupation of Office 5, Second Floor?*

VD: *I can't remember, I am pretty certain KSD was registered for rates prior to Natalie.*

DM: *You and Fresh Bacon Co Ltd are registered at Office 5, Second Floor, 50 Holton Road for mail and banking purposes, how was this?*

VD: *Mail is never an issue, it is all delivered downstairs, it always ends up with me. As we are in and out of offices all the time, I haven't got time to change my mailing and bank details every time I move office*

DP: *If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?*

VD: *No, I don't inform of empty offices, I don't keep good records*

Office 4, Second Floor, 50 Holton Road

Complete Cleaning submitted a NNDR Coronavirus Business Grant application for this location on 31st March 2020. The application was supported by a property licence stating the property had been in occupation since 2nd September 2019. You had counter signed this document as landlord, 1st September 2019.

DM: *On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, is that correct?*

VD: *Yes. Gwyn Roberts is actually Gwyn Richards, I got mixed up. I have got properties in Roberts Street and Richards Street and that's how I mixed the name up, it is Gwyn Richards not Roberts*

DM: *On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Gwyn Roberts was in occupation of Office 4, Second Floor, from May 2016, is that correct?*

VD: *Yes*

DM: *When did Gwyn Richards vacate Office 4, Second Floor?*

VD: *Not sure, he moved around a couple of times, he left the building recently after going down to floor one. He was treated badly due to David Seel's error, and I tried to help him with his grant claim, he was poorly treated*

DM: *When should you have notified the Non-Domestic Rates Team that Complete Cleaning had taken over occupation of Office 4, Second Floor?*

VD: *Nothing to do with me, that's up to Complete Cleaning, that's their responsibility*

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Complete Cleaning were unsuccessful with their grant application.

Q: If it is the tenant's responsibility to inform the NNDR Team when they take over an office, is it then your responsibility to tell the NNDR Team when an office is empty?

VD: No, I don't inform of empty offices, I don't keep good records

DM: You'll appreciate that it was your obligation to tell the Council that the office had been vacated

VD: Rarely have an empty office. I don't tell the Council when the offices are empty. I don't keep good records – they are ad-hoc

Office 3, Second Floor, 50 Holton Road

K & T Emporium submitted a NNDR Coronavirus Business Grant application for this location on 27th May 2020. The application was supported by a property licence stating the property had been in occupation since 1st September 2019. You had counter signed this document as landlord, 1st September 2019.

VD: They were part of the JLT set-up, Justin Todd, they eventually took over most of the top floor, they kept expanding

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Faisal was in occupation of Office 3, Second Floor, is that correct?

VD: Yes

DM: When did Office 3, Second Floor become vacant?

VD: It was close to the date, before JLT occupied. Faisal was a taxi-driver, but he was sleeping here, you could hear him snoring from the other offices.

DM: When did you notify the Non-Domestic Rates Team stating that Mr Faisal was no longer in occupation of Office 3, Second Floor?

VD: Can't remember, I wouldn't do it on a regular basis.

DM: When should you have notified the Non-Domestic Rates Team that K & T Emporium had taken over occupation of Office 3, Second Floor?

VD: I'd be responsible, only Bradley Albertides also used this office, I can't remember the dates

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, K & T Emporium were unsuccessful with their grant application.

VD: I'm not very good with admin, JLT should have registered their tenancy

Office 2, Second Floor, 50 Holton Road

Apprise Consultancy (Gwyn Richards) submitted a NNDR Coronavirus Business Grant application for this location on 30th June 2020. The application was supported by a property licence stating the property had been in occupation since 4th May 2016. You had counter signed this document as landlord, 4th May 2016.

EXHIBIT DM/03

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that LCMI was in occupation of Office 2, Second Floor, is that correct?

VD: Yes, they were on the second floor, I can't remember, can't recall dates and times, I don't keep very stringent records of each move. LCMI stands for Life Changing Ministry

DM: On 19th March 2018, you sent a further email to the Non-Domestic Rates Team stating that Mr Faisal was in occupation of Office 2, Second Floor, from around June 2017, is that correct?

VD: That was David Seel's fault, I emailed a list of was in and where. I remember an email response when he had confused the offices. LCMI were in office 2. Most units are only charged at £20 per week, I keep a paper trail and all income is declared to HMRC. I found this when investigated by Welsh Government. Paperwork didn't worry me. Look at David Seel's email. He asked in 2016/2017 for the occupants. He could have clarified

DM: When did you notify the Non-Domestic Rates Team stating that LCMI/Mr Faisal was no longer in occupation of Office 2, Second Floor?

VD: LCMI have had a few offices, some at the same time, they also had an office on the 1st floor and the Baguette shop, I probably wouldn't have notified NNDR

DM: When should you have notified the Non-Domestic Rates Team that Gwyn Richards had taken over occupation of Office 2, Second Floor?

VD: I probably didn't, Gwyn Richards moved around and left the office for about a month

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, Apprise Consulting were unsuccessful with their grant application.

VD: LCMI have had 3 different offices, I can't remember when I emailed Lauren, I would probably have used my Hotmail email address. Gwyn Richards was in the building on 20 March 2020. I tried to help him with the grant. I emailed Lauren. I was disappointed. I possibly used my Councillor email address and if I did it wasn't deliberate

Office 1, Second Floor, 50 Holton Road

JLT Accountancy submitted a NNDR Coronavirus Business Grant application for this location on 26^h June 2020. The application was supported by a property licence stating the property had been in occupation since 8th August 2018. You had pre-signed this document as landlord, 3rd August 2018.

DM: On 16th March 2018, you sent an email to the Non-Domestic Rates Team stating that Colin Jones Solicitors was in occupation of Office 1, Second Floor, is that correct?

VD: Yes

DM: When did Colin Jones Solicitors vacate Office 1, Second Floor?

EXHIBIT DM/03

VD: Can't remember, can't recall of the top of my head, it was not empty for long

DM: When should you have notified the Non-Domestic Rates Team that JLT Accountancy had taken over occupation of Office 2, Second Floor?

VD: Not my problem, JLT should have notified, as far as I am aware the tenants should have. Eventually JLT took over the whole floor

Due to your inability to keep the Non-Domestic Rates Team accurately aware of office changes at 50 Holton Road, JLT Accountancy were unsuccessful with their grant application.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry. The owner email is recorded as **vince.d@hotmail.co.uk**. The land registry shows Fresh Bacon Co Ltd and [REDACTED] as joint lease owners.

On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the Non-Domestic Rates Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.

On 8th April 2020, you used your Vale of Glamorgan Council email address to contact an Operations Manager (OM) who was assisting with the business grant payments at the time. You stated you were concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. You requested that a member of the team phone you on your mobile number and all correspondence be forwarded to your spouse (KD) at their home address.

VD: This is my wife's property

DP: The Council's business rates system lists Fresh Bacon Co Ltd, Office 5, Second Floor, Holton Road, Barry, as the owner of this property. The owner email is recorded as vince.d@hotmail.co.uk. We also have a copy of your Fresh Bacon bank statement that you produced to support a grant application, showing rent payment from Vale Foods

VD: I am only helping out, this is done for convenience, I transfer any payments received into my wife's account

DP: But Vale Foods are paying you at Fresh Bacon, they believe you are the landlord

VD: I can see that, but I am only helping out

DM: Why did you get involved in this matter?

VD: I was telling the council something I believed they needed to know

DM: Why did you use your Vale of Glamorgan Council email account to conduct this enquiry?

EXHIBIT DM/03

VD: *I didn't realise I had*

You sent a further email from your Vale of Glamorgan Council email address to the Operations Manager, 8^h April 2020, advising that Vale Foods ended their tenancy 11^h October 2019, stating we then let the property to Avondale 2019, who left by mutual agreement on 17th March. Further adding, we then started to tidy the place up so we could start a new business

VD: *He didn't leave for a long time. Reference to "we" is to myself and Wife and we were looking for new tenants. The floor was ruined. March 2020, Vale Foods 2018 Limited was not trading but still occupying. They were supposed to pay rent, the premises got flooded*

DM: *Why did you again use your Vale of Glamorgan Council email account to conduct this enquiry?*

VD: *I wasn't doing it for a particular reason*

DM: *Who is currently in occupation of Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry?*

VD: *Reggie's Pride, for about the last 18 months I think*

DM: *When did they re-occupy the unit?*

VD: *I think Vale Foods occupied the unit in about 2010, they would have signed a lease confirming this*

DM: *When did you agree a new lease with Vale Foods?*

DP: *We have a copy of a new lease you signed with Vale Foods 2018 Ltd, dated 28th January 2020.*

VD: *Avondale and Vale Foods are the same owners, they got flooded in December 2019 or January, February 2020, I can't remember. There was some sort of flood insurance claim going-on. They never vacated*

DM: *Why did you advise the Operations Manager that Avondale 2019, left by mutual agreement on 17th March, when you had already signed a lease with Vale Foods 2018 Ltd, dated 28th January 2020?*

VD: *We went in to clean up the building, the floor was ruined, there was still machinery there, it was never vacated. The new lease was signed because Vale Foods needed to prove they had set up a new company. They had a £32k electricity bill or something and needed to prove they were a new company, it worked. The owner, Mr Tucker, is a nightmare, it is like trying to deal with a barrel of mice.*

DP: *Vale Foods 2018 Ltd were denied a £25,000 NNDR Coronavirus Business Grant based on the fact that you as landlord and using your Vale of Glamorgan Council email account had advised an Operations Manager that you were now in possession of the unit from March 17th, 2020. You advised that Vale Foods had vacated, yet we have a Fresh Bacon bank statement for April 2020 showing they were still paying you rent*

EXHIBIT DM/03

VD: In August 2019 they paid no rent. In April 2020 I received some rent, they were in arrears because they owed 6 months' rent in arrears. They still owe me rent, they were nothing but trouble, paying me in dribs and drabs I'll get the information over, I've learned a lesson on admin. With regards to the Council email address, there was no intention to bully staff, most of my emails were from my private email address.

EXHIBIT DM/04



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT FARM SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE as follows :

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BACON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BACON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

~~NIL~~

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

~~50 LAND~~ 15 ROAD OF 50 HOLTON RD
 50 HOLTON RD BARLEY
 30 ROBERT ST BARLEY
~~25~~ 45 RICHARD ST BARLEY
 29 KINGSLAND CRES

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

NIL

EXHIBIT DM/04

RMI1

(b) public authority or body exercising functions of a public nature
DINAS POWYS COMMUNITY COUNCIL
(c) company, industrial and provident society, charity or body directed to charitable purposes
NIL
(d) body whose principal purposes includes the influence of public opinion or policy
WELSH CONSERVATIVE PARTY
(e) Trade Union or professional association
NIL
(f) private club, society or association operating within the Authority area.
DINAS POWYS BY-PASS STEERING GROUP

EXHIBIT DM/04

RMI1

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. Driscoll

Date 01.06.17

RECEIVED

Monitoring Officer D. Marles

Date 01.06.17



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of any Changes to Registered Financial and Other Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of changes to your interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' in the spaces where no changes have taken place. Please remember that you still have to declare at a meeting any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLL of (address)
 Sunnyvale Park Sunnyvale
 Lane Dinas Powys CF14 4AP

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE that I have the following changes to my interests registered by
 you:

EXHIBIT DM/05

RMI2

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY AND OFFICE RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BREAD CO LTD

PRINCE RESOURCING 1st March 2019
JULY 2019

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area,

(i) in which you hold a position of general control or management and / or

(ii) in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BREAD CO

PRINCE RESOURCING

(e) Describe any contract for goods, services or works made between the

Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

N/A

- (f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

LAND AT LEAH OF RD HOLTON RD Barry
 RD HOLTON RD Barry UNIT 6 BIGG'S HOUSE
 30 ROBERT ST Barry TY UOLWA AND ST Barry
 45 RICHARD ST Barry 26 KINGSLAND Crescent Barry

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

- (g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

N/A

- (h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

N/A

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

- (a) body to which you were appointed or nominated by the Council as its representative.

N/A

- (b) public authority or body exercising functions of a public nature

EXHIBIT DM/05

RM12

<p>DINAS POWYS COMMUNITY COUNCIL</p>
<p>(c) company, industrial and provident society, charity or body directed to charitable purposes</p> <p>N/A</p>
<p>(d) body whose principal purposes includes the influence of public opinion or policy</p> <p>WELSH CONSERVATIVE PARTY</p>
<p>(e) Trade Union or professional association</p> <p>N/A</p>
<p>(f) private club, society or association operating within the Authority area.</p> <p>DINAS POWYS LTC 1/APRIL/2020 ONWARDS</p> <p>DINAS POWYS BY PASS STEERING GROUP</p>

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed **V. P. Driscoll**

Date **4th May 2022**

RECEIVED

Monitoring Officer **D. Marles**

Date **4th May 2022**

NB.

Albeit for the purposes of the Register, Members' interests which fall within paragraph 18.3.1(b)(ii), of the Council's Constitution are not required to be registered on this form. Members are however, reminded that because of (b)(ii) such interests, in addition to the requirements of paragraph 18.3.1(b)(i) within the Constitution, would need to be declared at meetings of the Council, when business is being discussed, and that the relevant disclosure of Members' interests form is completed and returned to Democratic Services.

EXHIBIT DM/06

From: Bowen, Karen
To: Beavis, Shelley A
Subject: Training dates
Date: 03 May 2022 12:57:48

Hi Shelley

See below its shows all events attended during the 2017 induction Ethics and Standards on 16th May 2017.

Thanks

2017-2018 MEMBER BRIEFINGS AND TRAINING

COUNCILLOR V. DRISCOLL

DATE	BRIEFING/TRAINING SESSION
09.05.17	Market Place Event
16.05.17	Ethics and Standards
22.05.17	Introduction to Cabinet and Scrutiny
02.06.17	Planning
20.06.17	Introduction to Scrutiny Committees
21.06.17	Information Governance and Data Protection
28.06.17	Local Development Plan Briefing
29.06.17	General Chairing Skills
12.07.17	Introduction to Finance
26.07.17	Introduction to Audit Committee
05.09.17	Questioning Skills
13.09.17	Equalities and Welsh Language
27.09.17	Customer Relations Orientation
03.10.17	Corporate Parenting and Safeguarding
05.12.17	Treasury Management
23.01.18	Corporate Risk Management Workshop
20.04.18	WLGA - How Was It For You

All Members Induction Seminar Code of Conduct and Governance Arrangements

**Debbie Marles
Head of Legal Services (and Monitoring Officer)
May 2017**

EXHIBIT DM/06

Code of Conduct : Ethics and Standards

Ethical Governance

Effective local government requires high standards of conduct to ensure that there is public confidence in everything we do. This workshop will help you understand those standards, how to apply them and the potential consequences if you don't.

Consequences for Councillors...

- "The committee found that [the] councillor had breached the code of conduct and that he should be suspended for a calendar month"
- "[The Councillor] had failed to show respect and consideration for others... the Committee agreed that they would publish the Committee's findings ...and recommend to Council that the Member be issued with a formal censure"
- "Councillor breaches code of conduct for threatening behaviour...towards employee"

EXHIBIT DM/06

Your Responsibilities

You have a legal duty to act ethically. This is set out in the Local Government Act 2000.

The Local Authorities (Model Code of Conduct) (Wales) Order 2008 requires a mandatory code of conduct in each authority based on a national model

The Ethical Framework

The Nolan Committee in 1997 - origins of the ethical framework for Standards in Public Life

As a Member you must have regard to these principles :

Selflessness

Honesty

Integrity and Propriety

Duty to uphold the law

Stewardship

Objectivity in Decision making

Equality and respect

Openness

Accountability

Leadership

Code of Conduct

- Shows you how to apply the ethical framework
- Unless you sign your Declaration of Acceptance and give a written undertaking to observe the Code of Conduct you cannot be a member
- If you fail to undertake or observe you can be suspended from office
- Members of principal Councils, Town and Community Councils and Fire and Rescue Authorities

The Code Applies to You Whenever You Are ...

- In any "official" meeting of the authority
- In any meeting where members or officers of the authority are present
- Acting, claiming to act or giving the impression you are acting as a representative of the authority
- Conducting business of the authority as a member and acting as a representative of the authority
- Acting in an official capacity
- Acting as a representative on another body unless that body has conflicting legal rules or its own code.

And Also...

At any time if :

- You conduct yourself in a manner likely to bring your office or authority into disrepute or
- You use or attempt to use your position to gain advantage or avoid disadvantage for yourself or others or
- You misuse your authority's resources

EXHIBIT DM/06

General Rules you Need to Follow Under the Code

- Promote equality
- Treat others with respect and consideration
- Do not bully or harass people
- Do not compromise the impartiality of officers
- Do not disclose confidential information
- Do not prevent access to information

General Rules you Need to Follow Under the Code

- Do not bring your office or authority into disrepute
- You must report breaches of the code to your Monitoring Officer
- Report conduct believed or likely to involve criminal behaviour
- Do not make vexatious complaints
- You must cooperate with investigations
- You must not use your position improperly
- Do not misuse your authority's resources

EXHIBIT DM/06

General Rules you Need to Follow Under the Code

- Reach decisions objectively
- Consider advice that officers give you and give reasons if you don't take it
- Comply with the law and your authority's rules regarding expenses
- Do not accept any gifts or hospitality that would place you under an obligation or seem to do so.

Interests

The public must have confidence that you are making decisions in their best interests not yours!

Therefore, if you have an interest you must declare it.

Personal Interests

You have a personal interest when a decision relates to or is likely to affect:

- Your job or business**
- Your employer or company in which you are a partner or director**
- Someone who has contributed to your election costs or member expenses**
- Any company where you have shares over £25K or more than 1% of the total share value which has premises or land in your area**

EXHIBIT DM/06

- Any contract that your authority makes with a company in which you are a partner, paid director or hold shares
- Any land in which you have an interest in your authority's area
- Any land let by your authority to a firm in which you are a partner, paid director or hold shares
- Any land in your authority's area which you have a licence to occupy for at least 28 days

EXHIBIT DM/06

- Any body to which you have been elected appointed or nominated by your authority
- Any public authority or body exercising functions of a public nature, charity, public opinion or policy, trade union or professional association, private club or society in your authority's area of which you are a member or in a management position

Also.....

You have a personal interest when a decision might reasonably be regarded as affecting the wellbeing or financial interests:

- of the member or,**
- a person with whom the member lives or has a close personal association, or**
- the employment or business interest of such persons, or company**
- Any corporate body in which hold securities exceeding value of £5,000 or**
- other bodies of which such persons hold a position of general control or management**

EXHIBIT DM/06

But only if.....

To a greater extent than

- the majority of other Council tax payers**
- rate payers or**
- inhabitants of the members ward**

EXHIBIT DM/06

Who is 'a Close Personal Associate'

Not just your best friend but your worst enemy....

- Close friends
- Colleagues with whom you have strong connections
- Business associates
- Close relatives
- Or someone with whom you have been in dispute
- But not casual acquaintances, distant relatives or people who you come into contact with through your work.

What Do You Do If You Have a Personal Interest ?

- You must declare it verbally at meetings
- You must declare it when making written or verbal representations outside of a meeting
- You must complete a declaration of interests form
- BUT you are entitled to take part in discussions and vote unless it is a prejudicial interest

Prejudicial Interests

Are personal interests which a member of the public would regard as likely to influence your opinion or your ability to be objective for example:

- If your daughter lives next to a proposed site for a new housing development
- If your son attends a local school which is due for closure

What Do You Do if You Have a Prejudicial Interest?

You must leave the meeting during the discussion

You must not exercise delegated powers

You must not seek to influence the decision

You must not make written or verbal representations

UNLESS

The Standards Committee has granted you a dispensation

The public have a right to speak in which case you have the same right to speak (but you must leave after you have spoken) or you can provide written representations to the meeting

You have been called before a scrutiny committee

Predisposition and Predetermination

Predisposition – having an opinion on something but you have not yet made up your mind

Predetermination – having decided a position on something where no argument will change your mind

If you are involved in a decision you should avoid giving the impression that you have conclusively decided how you will vote at the meeting.

“I have a view on the subject but want to listen to all the arguments before I make up my mind”

EXHIBIT DM/06

Bias

- Bias – Members need to remember that apparent bias can infect the whole decision and make it vulnerable to challenge as is highlighted by a recent case in the High court:- Kelton v Wiltshire
- Planning permission for a residential development was quashed due to the apparent bias of a member of the planning committee

EXHIBIT DM/06

How the Code is Policed

- The Monitoring Officer
- The Standards Committee
- The Public Services Ombudsman for Wales
- The Adjudication panel for Wales

What Happens if you Breach the Code?

- Complaints are made to the Ombudsman
- If he believes them to be justified he refers them to the authority's standard's committee or to a tribunal convened by the Adjudication Panel for Wales
- If they find the complaint proven they can impose a range of sanctions from no action through suspension to disqualification for 5 years
- Even if you are suspended you are still subject to the Code!
- Remember also any local resolution procedures

Additional Local Arrangements...

- Local Dispute Resolution Procedure and
- Protocol – Standard of Conduct expected by members

EXHIBIT DM/06

Where to Find Further Information

- If in doubt ask the Monitoring Officer
- Guidance from the Public Service Ombudsman for Wales <http://www.ombudsman-wales.org.uk/>

Any questions?

Code of Conduct Exercise

EXHIBIT DM/06

Governance Arrangements

Member Roles and RESPONSIBILITIES

- Various sessions coming up (e.g.)
 - Cabinet and Scrutiny
 - Quasi-Judicial Roles – Planning and Licensing Committees
 - Data Protection / Equalities / Safeguarding / Corporate Parenting
- Full details already circulated

Council Constitution

- Section 3 – “Getting Information and Getting Involved” – advice for Members and the public
- Sections 4 – 10 – sets out roles of and procedural rules for Council’s bodies – Full Council / Cabinet / Scrutiny Committees / other Committees
- Section 11 - Officers

Council Constitution

- Section 13 – “Responsibility for Functions”
- Sections 14 – 16 – “Rules”
 - Access to Information
 - Budget / Financial / Contracts
- Section 18 and 20 – Codes of Conduct (for Members and Officers)
- Section 19 – Guides to Public Speaking

Council Constitution

- Section 21 – Member / Officer Relations
- Section 22 – Corporate Governance
- Section 23 – “Whistleblowing” Code
- Section 24 – Member Role Descriptions
- Section 25 – Officer Delegations
- Section 26 – Members’ Allowances Scheme

Some Useful Links

- Council Website
- <http://www.valeofglamorgan.gov.uk/en/index.aspx>
- Membernet
- <http://staffnet.valeofglamorgan.gov.uk/MemberNet/MemberNet.aspx>
- WLGA
- <http://www.wlga.gov.uk/>
- E-Learning
- <https://learning.wales.nhs.uk/login/index.php#section-2>

EXHIBIT DM/06

Thank you

EXHIBIT DM/07

Beavis, Shelley A

From: Beavis, Shelley A
Sent: 21 June 2022 16:07
To: Beavis, Shelley A
Subject: FW: Members related parties
Attachments: 20-09-15 – RMI2 – Notification of Change of Members Interests Updated.doc

From: Bowen, Karen
Sent: 30 June 2021 08:28
To: All Councillors <Councillors@valeofglamorgan.gov.uk>
Subject: Members related parties

Morning Councillors,

This year's Annual Audit will be commencing shortly. I would be grateful if you would review your register of Member's interests that can be found on line at the link below to consider whether any amendments / additions need to be made.

https://www.valeofglamorgan.gov.uk/en/our_council/Council-Structure/councillors/Register-of-Members-Interests.aspx

Should you wish to make any changes could you please complete the attached form and return it to me by 5.00pm on Monday 5th July 2021.

Kind regards,

Karen

Karen Bowen
Principal Democratic and Scrutiny Services Officer / Swyddog Gwasanaethau Democraidd
Democratic Services / Gwasanaethau Democraidd
Vale of Glamorgan Council / Cyngor Bro Morgannwg

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Correspondence is welcomed in Welsh or English / Croesewir Gohebiaeth yn y Gymraeg neu yn Saesneg.

EXHIBIT DM/07

Beavis, Shelley A

From: Beavis, Shelley A
Sent: 21 June 2022 16:35
To: Beavis, Shelley A
Subject: FW: Revised forms for Members use.
Attachments: 20-09-15 – RMI1 – Register of Members Interests Form Updated.doc; 20-09-15 – RMI2 – Notification of Change of Members Interests Updated.doc; 20-09-15 – Disclosure of Members Interests Form September 2020.doc

From: Bowen, Karen
Sent: 17 September 2020 12:10
To: All Councillors <Councillors@valeofglamorgan.gov.uk>
Subject: Revised forms for Members use.

Dear Councillor,

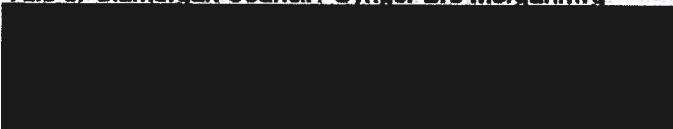
On behalf of the Monitoring Officer please find attached revised Register of Interests forms, RMI1 and RMI2, for future use, as and when required, together with a revised declaration of interest form for use at all meetings going forward, should you have declaration of interests to make.

The forms have been updated with specific reminders for members, as footnotes on the forms, in respect of paragraph 18.3.1(b)(ii) in the Council's Constitution which states that as a Member you must also have regard when declaring interests to any decisions not only affecting yourself but also of a person with whom you live, or any person with whom you have a close personal association.

Should you have any queries with regard to the above matters, please do not hesitate to contact myself or a Democratic Services officer in the first instance.

Regards

Karen
Karen Bowen
Principal Democratic and Scrutiny Services Officer / Swyddog Gwasanaethau Democrataidd
Democratic Services / Gwasanaethau Democrataidd
Vale of Glamorgan Council / Cyngor Bro Morgannwg



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Correspondence is welcomed in Welsh or English / Croesewir Gohebiaeth yn y Gymraeg neu yn Saesneg.

EXHIBIT DM/07

Beavis, Shelley A

From: Beavis, Shelley A
Sent: 21 June 2022 16:34
To: Beavis, Shelley A
Subject: FW: Register of Member's Interests forms - notification of any changes
Attachments: 18-09-07 - RMI2 - Notification of Change of Members Interests Updated.doc

From: Bowen, Karen
Sent: 07 September 2018 16:38
To: All Councillors
Subject: Register of Member's Interests forms - notification of any changes

Good afternoon all,

Following the External Auditor's audit of the Council's Accounts the Auditor has requested that all Members be requested to confirm the completeness of their declaration of interests following the Elections last year.

The opportunity has also been taken to slightly revise the RMI and RMI2 forms at section 1 (d) for clarification purposes.

When considering the completeness of your register of interests the forms you completed are available on the website to view.

I would be grateful if you would confirm by email that your declarations are complete and that there are no changes required. However, if changes are required would you please complete and return the attached RMI2 form.

Could you please respond either way by Monday 17th September 2018 in order that we can advise the Auditor by 19th September 2018 (Audit Committee meeting) of their completeness and that any changes have been uploaded to the web.

Many thanks all.

Karen Bowen
Principal Democratic and Scrutiny Services Officer / Swyddog Gwasanaethau Democrataidd
Democratic Services / Gwasanaethau Democrataidd
Vale of Glamorgan Council / Cyngor Bro Morgannwg

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EXHIBIT DM/07

Beavis, Shelley A

From: Beavis, Shelley A
Sent: 21 June 2022 16:07
To: Beavis, Shelley A
Subject: FW: Register of Members Interests Forms
Attachments: RM12 – Notification of Change of Members Interests.doc

From: Bowen, Karen
Sent: 28 April 2022 18:01
To: All Councillors <Councillors@valeofglamorgan.gov.uk>
Subject: Register of Members Interests Forms

Hi all

I would be grateful if you could check your register of interests forms on the Council's website and if any require updating to provide me with any changes by 4th May 2022. I attach a RM12 form for notification of changes just in case.


The link to the website can be found here https://www.valeofglamorgan.gov.uk/en/our_council/Council-Structure/councillors/Councillors.aspx

If you click on your picture it will link to the forms you have submitted since 2017.

Those members who have forwarded forms recently there is no need to respond.

Thanks all

Karen
Karen Bowen
Principal Democratic and Scrutiny Services Officer / Swyddog Gwasanaethau Democrataidd
Democratic Services / Gwasanaethau Democrataidd
Vale of Glamorgan Council / Cyndor Bro Morgannwg



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Correspondence is welcomed in Welsh or English / Croesewir Gohebiaeth yn y Gymraeg neu yn Saesneg.

APPENDIX 13

WITNESS STATEMENT

Statement of: Joan Davies

Age if under 18: Over 18

Occupation/Position: Deputy Head of Regional Internal Audit Service & Audit Manager

- 1. I, Joan Davies, make this statement in connection with a complaint made to the Public Services Ombudsman for Wales that Councillor Vincent Driscoll of the Vale of Glamorgan Council has breached the Code of Conduct for elected members. The facts in this statement come from my personal knowledge.**
 - 2. I am the Deputy Head of Regional Internal Audit Service & Audit Manager. We are employed by the Vale of Glamorgan Council. I manage the Vale of Glamorgan Council's Internal Audit Team.**
 - 3. The Vale of Glamorgan's National Non-Domestic Rates Team ("NNDR") brought information to the attention of the Head of Finance. The NNDR were the team responsible for managing the Coronavirus business grants. The NNDR Team had controls in place to pay the Coronavirus business grants appropriately and the team were concerned about the number of applications submitted by Councillor Driscoll for the property, 50 Holton Road. The NNDR Team were concerned that the number of applications and the information on the applications did not agree with the NNDR records for the property. The NNDR Team brought its concerns to the Head of Finance at the Vale of Glamorgan Council who requested that the Internal Audit Team undertake a review of the information held.**
 - 4. The NNDR Team sent the Internal Audit Team a spreadsheet with information on who occupied which office within the building of 50 Holton Road on the basis of the NNDR information and this was recorded against the information included in the Coronavirus business grant applications. The NNDR Team also sent the Internal Audit Team relevant documents, email and correspondence relating to the applications and NNDR records. The Internal Audit Team reviewed the information from the NNDR Team to verify the information and to consider whether it was a miscommunication or incorrect information.**
 - 5. Both myself and an investigation officer in the Internal Audit Team went through the information. It appeared that there were anomalies and that**
- Case reference number: 202200739**

Councillor Driscoll had provided different information in order to claim the Coronavirus business grants. A decision was made that because the grants were paid by the Welsh Government, the Council should inform the Welsh Government about the issues that had been identified. The matter was then referred to the Welsh Government Fraud Office. The Welsh Government carried out its own investigation.

6. After the Welsh Government's investigation, the decision was made internally that the Vale of Glamorgan Council's investigation should continue. The Internal Audit Team informed the Monitoring Officer of the Vale of Glamorgan Council, Debbie Marles.
7. The Internal Audit Team prepared a report on its findings in relation to Councillor Driscoll (Exhibit JD/01). This was referred, on 6 December 2021, to the Monitoring Officer to consider what to do next in terms of the Code of Conduct. The internal audit report found that from the information, it was apparent that the information Councillor Driscoll provided in 2018 for NNDR purposes was different to the information he provided in 2020 for the Coronavirus business grants. There was a rate relief scheme in 2018 so it benefitted Councillor Driscoll to provide the information he did in 2018 to the NNDR Team and it benefitted him to change that information in 2020 in order for him to be able to claim the Coronavirus business grants. It also found that Councillor Driscoll used his Council email address when contacting officers of the Council and gave the impression he was acting in the capacity as councillor. It appeared that Councillor Driscoll exaggerated information he gave for his own benefit. For example, he said he had spent a lot of money converting a business premises to make it into a baguette shop but when I looked through the window at the premises it did not look that any work had been undertaken. In addition, the information Councillor Driscoll submitted in relation to Unit 5 Biglis House, was inaccurate and contradictory and the timing of this again suggested that Councillor Driscoll was preparing to submit a business grant application for the property. He also directly contacted an Operational Manager, a Chief Officer of the Vale of Glamorgan Council, who was involved with business grant payments at that time, via his Council email address. It then became clear that the information Councillor Driscoll provided in relation to Unit 5 Biglis House was not true and legal documents were available which demonstrated that the information was not true.
8. The Monitoring Officer and an Investigation Officer of the Internal Audit Team interviewed Councillor Driscoll on 21 April 2022.
9. After the interview, the Investigation Officer documented that Councillor Driscoll seemed ill-prepared. The Investigation Officer documented that there was little acceptance of the issues by Councillor Driscoll. It was also documented that Councillor Driscoll believed he had satisfied the Welsh Government so did not need to do any more and did not feel there was anything else to answer.

Statement of truth:

Case reference number: 202200739

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

Signed:

A black rectangular box redacting the signature.

Dated:

✓ 23/3/23.

Case reference number: 202200739



Confidential

Internal Audit Report

Authority	Vale of Glamorgan Council
Directorate	Managing Director & Resources
Audit Title	Potential Councillor Conduct Issues - VPD
Audit	2021/22

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Appendices	Reference
Register of Interest 2017	A
Fresh Bacon Bank Statement April 2020	B
Response to Welsh Government Fraud Office from VD	C
Email Trail Between VPD & VOG Council March 2018	D
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Lease for 50c Holton Road	F
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Email to Vale Foods 13 th May 2020	L
Email from Vale Foods 18 th May 2020	M
Unit 5 Biglis House Lease Agreement January 2020	N
Housing Benefit Award Lombard Street	O

Report Distributed To:	Debbie Marles – Monitoring Officer/Head of Legal and Democratic Services Carys Lord – Head of Finance / Section 151 Officer	
Report Produced & Issued By:	David Phillips – Investigation Officer (IO) Joan Davies - Audit Manager	
Report Date	Draft: 11 th October 2021	Final: 6 th December 2021

1. Introduction


- 1.1. On 19th August 2020, at the request of the Head of the Regional Internal Audit Service, the Investigation Officer (IO) was requested to review the National Non-Domestic Rate (NNDR) Coronavirus Business Grant applications received from business units related to 50 Holton Road, Barry, CF63 4HE.
- 1.2. The NNDR & Control Team had previously completed a review of business premises associated with 50 Holton Road, following a late influx of Coronavirus Business Grant applications and raised several concerns.
- 1.3. In total, there had been 13 separate NNDR business grant applications relating to units within the 50 Holton Road address.

2. Background

- 2.1. Whilst conducting due diligence checks, the NNDR & Control Team had become suspicious of the number of applications being received from the 50 Holton Road address, as many of the applicants had not previously registered for business rates at the property. From the information received there appears to be 15 separate business premises at this address, located at basement level, ground floor, first floor and second floor.
- 2.2. The landlord at this property is Vincent Peter Driscoll (VPD), a serving Councillor for the Vale of Glamorgan. All lettings at this property are authorised by VPD and made in the name of Fresh Bacon Co Ltd which is a company owned by VPD and his spouse Kimberley Driscoll (KD).
- 2.3. Of the 13 Coronavirus Business Grant applications submitted from 50 Holton Road, 6 were eventually paid and 7 applications were rejected. These were subsequently reported to the Welsh Government Fraud Office (WGFO) for further investigation and included two applications made by VPD and one application made by his wife [REDACTED].
- 2.4. The rejected claims are detailed in Table 1 below:

Table 1 – Rejected Business Grant Claims – 50 Holton Road

Company	Location	Tenant
Fresh Bacon Co Ltd	50c	VPD
JLT Accountancy Ltd	Office 1, 2 nd Floor	JT
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR
K&T Emporium	Office 3, 2 nd Floor	JTh
Complete Cleaning Company	Office 4, 2 nd Floor	JK
KSD Properties / Mad Properties	Office 5, 2 nd Floor	KD
Fresh Bacon Company Ltd	Office 6, 2 nd Floor	VPD

- 2.5. The main concern with the applications was that the lease agreements associated with these had irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. In addition, the information provided within the applications conflicted with previous information provided to the NNDR & Control Team by VPD in respect of the occupancy of the units within 50 Holton Road.
- 2.6. The NNDR & Control Team also highlighted concern over conflicting information being provided to them by VPD in respect of Unit 5 Biglis House, Ty Verlon Industrial Estate, Barry where  and Fresh Bacon Co Ltd are the leaseholders of the property.
- 2.7. Consequently, the Council's IO was asked to examine the information and liaise with the Welsh Government Fraud Office (WGFO). The WGFO did review the information and contacted VPD for additional information but concluded that no further action was to be taken in respect of the Coronavirus Business Grant applications for 50 Holton Road.
- 2.8. However, as VPD is a serving Councillor it was felt that his conduct should be examined further and considered alongside the Members' Code of Conduct.
3. **Findings**
- 3.1. The IO reviewed Councillor VPD's Register of Members' Interests submitted in June 2017, no amendments have been provided since that date. A copy of the document is at **Appendix A**. Within the Financial Interests section, VPD listed that he was in the property rental business and his company is Fresh Bacon Company Ltd. VPD also lists 4 properties where he has an interest including 50 Holton Road.
- 3.2. To verify the information provided and to ensure there had been no omissions the IO checked the Beta Companies House records as well as examining all the other available evidence.

Fresh Bacon Company Ltd

- 3.3 The company, identified via Companies House, is active and VPD and [REDACTED] are listed as directors. VPD has declared his interest in this company on his Register of Business Interest as illustrated at **Appendix A**.
- 3.4 It is through this company that the lettings of the units at 50 Holton Road is managed.
- 3.5 In order to apply for the Coronavirus Business Grant, applicants were asked to provide lease agreements to support their applications. The concerns identified, outlined in Table 2, are that all lease agreements associated with these applications appeared to have irregularities, which included potential forgeries, amended dates, amended floor listings and signatures countersigned on different dates. All lease agreements had been signed by VPD on behalf of Fresh Bacon Co Ltd. However, by reference to the Fresh Bacon Co Ltd; Lloyds Business Account supplied by VPD for the period April 2020, at **Appendix B**, no tenants at 50 Holton Road have made any monthly rental payments into this account.

Table 2 – Issues Identified Within the Lease Agreements

Company	Location	Tenant	Issues Identified
Prince Resourcing	Office 5, 1 st Floor	HD	Floor location scribbled out
JLT Accountancy Ltd	Office 1, 2 nd Floor	JLT	Floor location overwritten JLT signed lease 5 days after VPD
Apprise Consultancy Ltd	Office 2, 2 nd Floor	DR	Application submitted 30/06/20. Further lease agreement received stating occupied Office 4, 1 st Floor, 01/05/20.
JLT Accountancy Ltd	Office 2, 2 nd Floor (01/05/20)	JLT	Leaseholder signature highly suspicious
K&T Emporium	Office 3, 2 nd Floor	JT	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
Complete Cleaning Company	Office 4, 2 nd Floor	JK	Leaseholder date clearly altered, Leaseholder signature highly suspicious, Leaseholder signature date one day after VPD and witness signature.
KSD Properties	Office 5, 2 nd Floor	KD	Leaseholder signature highly suspicious
JLT Accountancy Ltd	Office 5, 2 nd Floor (01/08/20)	JLT	Leaseholder signature highly suspicious

- 3.6 This information was submitted to the WGFO for review and as a result VPD was asked further questions by the WGFO. In his response, **Appendix C**, VPD advised that "we have a laid-back approach to letting of the offices". He explained that the individual offices are let monthly, and the license agreements contain a start date but not an end date as they roll over each month. VPD explained the agreements are usually all signed by himself and if someone is with him, they would be witnessed. VPD concludes that he has been using these license agreements for about 7 years, the purpose being to inform the tenant of their obligations. VPD confirmed that he did

not witness leaseholder signatures, he just signed the agreement and gave a copy to the tenant for them to sign and keep a copy for their own records.

- 3.7 Although this explanation satisfied the WGFO, it does not explain why there were so many changes to the documents.
- 3.8 Of concern is that the information held on 50 Holton Road for business rates purposes differed to the information submitted on the business grant applications. VPD provided information in respect of the letting of the units within 50 Holton Road in March 2018, via email, to the NNDR & Control Team where he provided information in respect of 6 offices within the building (**Appendix D**). This information was held within the Council's business rates system and used for billing purposes. Shortly after this information was provided, in April 2018, the Small Business Rates Relief scheme became effective. This limited relief to a maximum of two properties per business and the information provided reduced VPD's own liability.
- 3.9 However, when the Coronavirus Business Grant applications were submitted from the 13 businesses there were notable differences. In his email in 2018 (**Appendix D**), VPD declared 6 offices on the top floor as well as a basement and 3 shops at 50 a) b) and c). However, the business grant applications were in respect of the basement and the 3 shops, 5 offices on the 1st floor and 6 offices on the 2nd (top) floor. Hence the business rates information held by the Council, provided by VPD, did not record any occupancy on the 1st floor.
- 3.10 This inconsistent information together with the discrepancies and alterations to the lease agreements supplied to support the applications detailed in Table 2, call into question the validity of the information provided by VPD. In addition, VPD was chasing up the outstanding business grant payments on behalf of himself and the other businesses even though the responsibility is for each business in occupation to claim themselves.
- 3.11 As a result of the inconsistencies in the records, Apprise Consultancy Ltd, a genuine company residing at 50 Holton Road, failed to have their Coronavirus Business Grant claim approved.

50c Holton Road, Barry

- 3.12 The Coronavirus Business Grant application for £10,000, made by VPD on 7th April 2020 for the Baguette Shop at 50C Holton Road also raised queries regarding the authenticity of the claim (**Appendix E**). The claim stated that the premises had been in occupation since 11th March 2020 and was due to open in early April 2020. The application was made in the business name 'Baguette Shop' and in the trading information section of the application, VPD stated he was trading as a limited company and supplied the company registration number which, when checked, was the Fresh Bacon Co Ltd. registration number.

- 3.13 VPD sent an email from his Vale of Glamorgan Council email address to a member of the NNDR & Control Team on 24th April 2020. In this email, VPD states that he intended to open the shop in early April 2020 but was unable to do so due to the pandemic.
- 3.14 On 5th May 2020, VPD sent another email reiterating that he was renovating the property and had planned to open in early April 2020 as a baguette shop. VPD stated *"we have spent thousands on this project and believe are entitled to this grant"*. A member of the NNDR & Control Team visited the 50c Holton Road premises on 6th May 2020 and identified that the unit was in a position of disrepair and several photographs were taken as proof.
- 3.15 The WGFO also asked VPD some questions in relation to this property (**Appendix C**). VPD explained that although the previous tenants had continued to pay him rent, they had not used the premises for 2 years. VPD stated that in late 2019 he decided to upgrade the property to open a family business if it could not be re-let. VPD says he was advised in March 2020 that the former tenants would cease paying rent. VPD goes on to state:
"I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant."
- 3.16 VPD had previously provided a copy of the lease to the NNDR & Control Team in March 2018 confirming the lease was to end in March 2021 and consequently the NNDR & Control Team dealt directly with that leaseholder LCMI (**Appendix F**).
- 3.17 However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition. Therefore, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises until he submitted his grant claim and was challenged. It should be noted that once vacated and unoccupied VPD becomes liable for the empty property business rates. The previous occupants at this address were liable for Business Rates of £3,905.50 per annum.
- 3.18 Inspection of the premises in May 2020 by the NNDR & Control Team confirmed that the property was unoccupied, and the grant application made by VPD was refused. This unit was subsequently 'let' to a third-party occupant by VPD in August 2020.

Office 6, Second Floor, 50 Holton Road

- 3.19 VPD submitted a Coronavirus Business Grant application for £10,000 (**Appendix G**), for this unit on 26th June 2020 and the application stated the property had been in occupation by VPD, in the name of Fresh Bacon Company, since 1st April 2017. This information however is different to the information previously supplied by VPD to the NNDR & Control Team in March 2018 and to the information VPD supplied to the WGFO in February 2021

- 3.20 In emails forwarded to the NNDR & Control Team between 16th & 19th March 2018, (**Appendix D**), VPD states that a tenant, BA, occupied Office 6 from 6th February 2018.
- 3.21 In his response to the WGFO investigation, submitted 16th February 2021, (**Appendix C**), VPD states BA was the tenant in Office 6 from March 2018, which confirms the email VPD sent to the Vale Council at the time. VPD then says that when the tenant left, the office was cleared and VPD began using it as his own office to interview prospective tenants and to act as a show room. VPD however does not actually say when the tenant BA vacated the office but says he uses Office 6 in this manner provided it is not rented at the time to an alternative tenant.
- 3.22 The information provided by VPD in his Coronavirus Business Grant application is therefore different to previous information supplied to the NNDR & Control Team and more recently the WGFO. VPD says in his grant application that Fresh Bacon Company had occupied that office since 1st April 2017, however VPD's email to the Council in March 2018 and the information VPD supplied to the WGFO in February 2021 confirms BA was a tenant in March 2018.
- 3.23 If changes are made to the occupation of the property VPD should inform the Council's NNDR & Control Team to ensure records and billing information remains accurate. At no point prior to the announcement of the grants did VPD advise the Council that the information held in respect of this office unit was inaccurate.
- Office 5, Second Floor, 50 Holton Road**
- 3.24 KD submitted a Coronavirus Business Grant application for £10,000, for this unit (**Appendix H**), on 30th June 2020 in the name of Mad Properties trading as KSD Properties. The application stated the unit had been in occupation by this company since 25th June 2018.
- 3.25 To support this application, [REDACTED] supplied a copy of the lease agreement for Office 5, dated 25th June 2018. The agreement was countersigned by VPD. The [REDACTED] signature on this lease agreement shows little resemblance to signatures previously supplied by [REDACTED] on other documents.
- 3.26 [REDACTED] failed to respond to the WGFO investigation however VPD replied on her behalf within his response to the WGFO (**Appendix C**) stating that Office 5 is the registered office for the Fresh Bacon Company and the address used for bank accounts and utility bills. However, VPD goes on to say that he does move offices regularly, meeting the demand of perspective tenants and it would be "hugely complex and time consuming to re-register each time".
- 3.27 In his email of March 2018 VPD provided the NNDR & Control Team with the details of the tenant of Office 5 and it appears from the application that VPD's wife took over the tenancy in June 2018, yet no one advised the Council of this change.

- 3.28 In addition, VPD refers to Office 5 as being occupied by the Fresh Bacon Company, yet the application made in June 2020 was in the name of Mad Properties. It should also be noted that VPD has not disclosed any connection to this company in his Declaration of Business Interests.

Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry

- 3.29 The Council's business rates system lists the owner of this unit as Fresh Bacon Co Ltd. Office 5. Second Floor, Holton Road, Barry. The owner email is recorded as [REDACTED] and the land registry shows Fresh Bacon Co Ltd and [REDACTED] as joint lease owners as illustrated in **Appendix I**.
- 3.30 On 13 January 2020, the Director of Avondale 2019 Ltd wrote to the NNDR & Control Team to advise he had failed to start a business at Unit 5, Biglis House, due to problems arising from the previous tenants (Vale Foods) liquidation process. The director confirmed that Avondale did not commence trading at Unit 5, Biglis House and that Vale Foods were still resident at the location.
- 3.31 On 8th April 2020, VPD used his Vale of Glamorgan Council email address to contact an Operational Manager (OM) who was assisting with the business grant payments at the time. VPD stated that he was concerned that previous tenants Avondale would try and obtain a grant from Unit 5, Biglis House. VPD requested that a member of the team phone him on his mobile number and all correspondence be forwarded to his spouse [REDACTED] at their home address. This email trail is at **Appendix J**.
- 3.32 A subsequent email from VPD to the OM, again from his Vale of Glamorgan Council email address, stated that Vale Foods ended their tenancy 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. VPD advised that "we then started to tidy up the place so we could start a new business from there". This is also within **Appendix J**.
- 3.33 On 15th April 2020, the NNDR & Control Team sent an email to VPD advising that Avondale had already informed NNDR that they had not occupied the premises and requested that VPD ask [REDACTED] to clarify the position at the premises and advise who is liable for business rates as well as supplying exact dates.
- 3.34 On 13th May 2020, the NNDR & Control Team sent a further email to VPD advising that the information sought had not been received and a lot of conflicting information had been sent in which required the landlord to supply further information to clarify the actual position (**Appendix K**).
- 3.35 The NNDR & Control Team have not received a response from either VPD or [REDACTED] on this subject.
- 3.36 On 13th May 2020, a member of the NNDR & Control Team sent an email to Vale Foods seeking recovery of previous years business rates and advising that their Coronavirus Business Grant application had been unsuccessful as the landlord had advised he had taken possession of the unit on 17th March 2020 (**Appendix L**).

- 3.37 Vale Foods responded via email, 18th May 2020, stating the following (**Appendix M**):
- They have a lease from landlord VPD showing they clearly occupy the premises
 - They have bank statements clearly showing rent payments to VPD
 - A new lease was signed with VPD in January 2020
 - Due to flooding in February 2020, their insurance company were making rent payments to VPD while Vale Foods were awaiting repairs
- 3.38 Vale Foods have produced a commercial lease agreement for Unit 5, Biglis House. The lease agreement was signed between [REDACTED] (Landlord) and Vale Foods 2018 Ltd. The document was dated 27th January 2020 and VPD signed the document on behalf of [REDACTED] (**Appendix N**).
- 3.39 The Fresh Bacon Co Ltd business bank statement for April 2020, shows that Vale Foods were paying rent into this account, £100 dated 6th April 2020, and £100 dated 22nd April 2020 (**Appendix B**).
- 3.40 Therefore, the information supplied by VPD in **Appendix J** is inaccurate and contradictory. VPD states that Vale Foods ended their tenancy on 11th October 2019, and the property was let to Avondale who ended their tenancy by mutual agreement on 17th March 2020. However, VPD's bank statements clearly show that Vale Foods continued to pay rent to VPD as recently as April 2020 and Vale Foods have a lease signed by VPD and dated January 2020 to prove their tenancy. It is therefore clear that VPD has not provided accurate information to the Council.
- 3.41 It should be highlighted that the grant condition date was 20th March 2020 and VPD informed the OM via email that the Unit became vacant on 17th March 2020 (3 days prior to grant condition date). VPD also stated that he intended to start a new business from there, so it is possible VPD was preparing to submit a business grant application for that property.
- 3.42 VPD has never declared Unit 5, Biglis House, Ty Vernon Industrial Estate, Barry, in his Register of Members' Interests.

Various Residential Properties

- 3.43 VPD has declared an interest in some residential properties in his Register of Members' Interests at **Appendix A**. However, it has been identified that VPD has been in receipt of housing benefit for another, non-disclosed property, 3 Lombard Street, Barry, as the landlord, since December 2006. The current rate of housing benefit for this property is £120.00 per week as illustrated in **Appendix O**.

4. Conclusions

- 4.1 All Members must abide by the Code of Conduct, be aware of public perception and therefore undertake extra diligence when business interests are involved. Findings throughout this report illustrate that Councillor VPD has not provided the Council with accurate information when required or when requested to do so and has attempted to gain grant funding when it is apparent that the claims were not justified. This report gives several examples which suggests that the code has been breached on several occasions.
- 4.2 Appendix 1 to Section 16 of the Members Code of Conduct outlines the expected principles of Members' Conduct. Ten principles are listed as follows:
- Selflessness
 - Honesty
 - Integrity and propriety
 - Duty to uphold the law
 - Stewardship
 - Objectivity in decision making
 - Equality and respect
 - Openness
 - Accountability
 - Leadership
- 4.3 The definition of selflessness states that Members must act solely in the public interest. They must never use their position as Members to improperly confer advantage on themselves or to improperly confer advantage or disadvantage on others.
- 4.4 It has been identified that VPD has used his Vale of Glamorgan Council email address, which is solely for the purpose of Council business, when contacting Officers of the Council in respect of his own business interests. This has been demonstrated throughout the report but in particular VPD used it when dealing with Officers in the NNDR & Control Team when clarifying who was responsible for business rates at each unit within 50 Holton Road and again when VPD was incorrectly advising an Operational Manager of the status of Unit 5 Biglis House.
- 4.5 By using his Council email address, VPD, could make Officers feel intimidated or pressurised as they would be fully aware that they are corresponding with an elected member. This could be perceived as VPD attempting to gain an advantage due to his position within the Council.
- 4.6 VPD's honesty and integrity can also be called into question. The report has illustrated that VPD failed to inform or update the Council's NNDR & Control Team in respect of the occupancy and therefore business rate liability for the units at 50 Holton Road. These discrepancies only came to light when applications for the

Coronavirus Business Grant were received and the lease agreements, provided as supporting documentation, raised many queries.

- 4.7 As stated, VPD submitted a claim for £10,000 for Coronavirus Business Grant for Office 6, 50 Holton Road, where VPD claims he runs his business Fresh Bacon Company. However, the details provided on the application form contradicted the details previously supplied by VPD in March 2018 as well as details VPD provided to the WGFO during their investigation. This application was unsuccessful due to the inconsistencies in the documentation provided.
- 4.8 A claim for £10,000 was also submitted by [REDACTED] for Office 5, 50 Holton Road, in the name of Mad Properties trading as KSD Properties. Again, the information supplied was inconsistent and questionable, so the application failed.
- 4.9 VPD's claim for the Baguette Shop at 50c Holton Road is another example of VPD's honesty and integrity being called into question. Business rates records showed that the tenant of the shop had a lease agreement in place until 2021. However, following the announcement of the Coronavirus Business Grant, VPD claimed that his company had occupied the unit on 11th March 2020, 9 days prior to the grant condition and that he claimed he had spent thousands on the shop getting it ready for trading. Inspection of the premise confirmed that the property was unoccupied, and the grant application made by VPD was refused. In addition, VPD had failed to advise the NNDR & Control Team that the previous occupants had vacated the premises at which point VPD would become liable for the property business rates.
- 4.10 In respect of Biglis House, VPD informed the Council that the tenancy ended with Avondale on 17th March 2020 and he was getting the premises ready to start a new business. VPD failed to advise the Council of the lease agreement signed by himself in January 2020 with Vale Foods and he also failed to mention that he was receiving monthly rental from this company. VD did not submit a grant application however it is possible that it may have been his intention as the grant condition date was 20th March 2020, 3 days after VPD alleged that the premises had reverted to him, which has been proved to be untrue.
- 4.11 VPD's misleading actions in declaring that [REDACTED] & Fresh Bacon Co Ltd had taken possession of Unit 5, Biglis House, on 17th March 2020, resulted in an application for a Coronavirus Business Grant submitted by Vale Foods on 2nd April 2020, being rejected. VPD's lack of selflessness, honesty, integrity, propriety and openness, all principles expected of an elected member, resulted in an eligible company being discounted for a Coronavirus Business Grant to which they were entitled. Another company, who also appeared to have a genuine business grant claim in 50 Holton Road also failed to have their application approved due to the inconsistencies in VPD's records.

4.12 Section 18.3.1 of the Members Code of Conduct states that:

"You must in all matters consider whether you have a personal interest, and whether this Code of Conduct requires you to disclose that interest."

4.13 The Code goes on to specify that Members must register their personal interests or any changes with the Council's Monitoring Officer. Although VPD did complete a notification of interest form in June 2017, no amendments have been provided since that date. On this declaration VPD states he is in the property rental business and the name of his company is Fresh Bacon Company Ltd. VPD lists 4 properties where he has an interest which includes 50 Holton Road, however he fails to mention 1 local residential property even though VPD is in receipt of housing benefit, as landlord of this property since 2006.

4.14 In addition, VPD failed to declare that he had set up a Baguette Shop at 50C Holton Road and to declare his interest in Unit 5 Biglis House.

5. Recommendation

5.1 The Monitoring Officer consider the content of this report to determine any further action to be taken in respect of Councillor VPD and the potential breach of the Council's Code of Conduct for Members. Consideration should be given to making a referral to the Ombudsman.

Appendix A



MEMBERS' CODE OF CONDUCT

REGISTER OF MEMBERS' INTERESTS

Notification of Interests

The law, and the Council's Code of Conduct, require you to declare personal interests. Some personal interests have to be recorded by you in the statutory public register, within 28 days of your election, or appointment to office, and have to be updated by you within 28 days of any change. (There is an exemption from having to declare 'sensitive information', the Monitoring Officer can advise you about this)

Please provide details of all interests that the Members' Code of Conduct requires you to register in the spaces provided below. Please state 'None' where applicable. Please remember that you still have to declare any relevant interests (including those in this Register) where they relate to matters under consideration at a meeting – please see the Council's Code of Conduct for guidance.

I, VINCENT DRISCOLLof (address)
SUNNYCROFT FARM SUNNYCROFT LANE
DINAS POWYS

a Member of the Vale of Glamorgan Council ('the Authority') GIVE
 NOTICE as follows :

SECTION 1: FINANCIAL INTERESTS

(a) Give details of any employment or business carried on by you.

PROPERTY RENTAL

(b) State the name of the person who employs or has appointed you, the name of any firm in which you are a partner, and/or the name of any company for which you are a remunerated Director.

FRESH BACON CO LTD

(c) State the name of any person, (other than a county council, county borough council, community council, fire authority or National Park authority), who has made a payment to you either in respect of your election or any other expenses incurred by you in carrying out your duties as a Member.

NIL

(d) State the name of any corporate body which has a place of business or land in the Council's area, and in which you have a beneficial interest in a class of securities of that body that exceeds a nominal value of £25,000 or one hundredth of the total issued share capital of that body.

FRESH BACON CO

(e) Describe any contract for goods, services or works made between the Council and yourself or a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

~~NIL~~

(f) Give the address or other description (sufficient to identify the location) of any land in which you have a beneficial interest* and which is in the area of the Council.

~~50 LANDS IN AREA OF 50 HOUTON RD~~
50 HOUTON RD DARTMOUTH
30 ROBERT ST DARTMOUTH
~~45 RICHARD ST DARTMOUTH~~
29 KINGSLAND CAVE

* This means being the owner, landlord or tenant of land or property (including your home), other than under a trust.

(g) Give the address or other description (sufficient to identify the location) of any land where the landlord is the Council and the tenant is a firm in which you are a partner, a company of which you are a remunerated Director, or a body of the description specified in paragraph (d) above.

NIL

(h) Give the address or other description (sufficient to identify the location) of any land in the Council's area in which you have a licence (whether alone or jointly with others) to occupy for 28 days or longer.

NIL

SECTION 2: OTHER INTERESTS

State whether you are a member of, or hold a position of general control or management in any:

(a) body to which you were appointed or nominated by the Council as its representative.

NIL

EXHIBIT JD/01

RMI1

Appendix A

(b) public authority or body exercising functions of a public nature DINAS POWYS COMMUNITY COUNCIL
(c) company, industrial and provident society, charity or body directed to charitable purposes NIL
(d) body whose principal purposes includes the influence of public opinion or policy WELSH CONSERVATIVE PARTY
(e) Trade Union or professional association NIL
(f) private club, society or association operating within the Authority area. DINAS POWYS BY-PASS STEERING GROUP

EXHIBIT JD/01

Appendix A

RMI1

DECLARATION

I have not omitted information that ought to be given in this notice and have not provided information that is materially false or misleading.

I agree to give further notice in writing to the Authority's Monitoring Officer of any change to the interests specified above within 28 days of my becoming aware of it.

Signed V. Driscoll

Date 01.06.17

RECEIVED

Monitoring Officer D. Marles

Date 01.06.17

Appendix B

Your account statement
 Statement sheet number: 67
 Issue date: 30 April 2020
 Page: 1 of 6

OFFICE 5
2ND FLOOR
50 HOLTON ROAD
BARRY
CF63 4HE

Write to us at:
PO Box 1000
Andover
BX1 1LT

Call us on: **0345 072 5555** (from UK)
+44 1793 347338 (from Overseas)
 Visit us online: **www.lloydsbank.com**

Your branch: PENARTH

Soft code:

Account number:

BIC: LOYDGB21553

IBAN: GB68 LOYD

BUSINESS ACCOUNT
FRESH BACON CO LTD

Account Summary

Balance On 31 March 2020

Total Paid In

Total Paid Out

Balance On 27 April 2020

Account Activity

<i>Date</i>	<i>Payment type</i>	<i>Details</i>	<i>Paid out (£)</i>	<i>Paid in (£)</i>	<i>Balance (£)</i>
31 Mar 20		BALANCE BROUGHT FORWARD			
2 Apr 20	Direct Debit				
6 Apr 20	Faster Payment	VALE FOO LTD SW RENT RP4659986446302600 201827 10 04APR20 06:29		100.00	
6 Apr 20	Direct Debit				
8 Apr 20	Payment				
17 Apr 20	Direct Debit				
17 Apr 20	Direct Debit				
22 Apr 20	Faster Payment	VALE FOO LTD SW RENT RP4659987949276500 201827 10 22APR20 11:55		100.00	
27 Apr 20	Faster Payment				
27 Apr 20		BALANCE CARRIED FORWARD			

Messages

For our data privacy notice, please see: <http://www.lloydsbank.com/business/privacy.asp>

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EXHIBIT JD/01

Appendix C

Welsh Governments Economic Resilience Fund and Non-Domestic Rate Grant Fund

Response too Head of Counter: Fraud, Welsh Government - Mr Stephen Toolby

Firstly, may I give you an insight and history of the property, 50 Holton Road, Barry. The property is owned by Fresh Bacon Company Ltd, the directors are myself and Mrs Kimberley Driscoll, my wife.

50 Holton Road is made up of 50A, 50B, 50C and basement, at 50, first floor 50 and second floor 50 Holton Road. Around two years ago I renamed the property Holton House, 50 Holton Road. 50 A, B C and the basement are retail units which are leased on a long-term basis, usually three years or longer. The tenants are asked to sign leases as a matter of course and wouldn't be given the keys until this paperwork is completed.

These leases are far more detailed than the licenses I use for the First and Second floor of 50 Holton Road, and I believe are legally binding.

The First and Second floor are run as a serviced office business. There are five offices on the first floor and six, plus a store room, on the second floor. Both floors have kitchens and male and female toilets.

Originally, I tried to lease each floor as a whole, but due to demand in the area, this was not successful. I then established individual offices on each of the floors. These are let on a monthly basis. We require a month's rent as deposit, then rent is paid in advance. Usually monthly and usually by standing order.

The rent includes water, heating, electricity, building insurance and upkeep of communal areas. Tenure is one month and notice can be given with one month's notice.

We have a laid-back approach to the letting of the offices (B1). Many tenants appreciate this approach and are happy that they do not have a tenuous lease. This approach has worked well in the past.

Several times over recent years, tenants have left with short notice. Usually pleasing both sides. Also, tenants know that as long as they are reliable with rent, they can remain in the office for however long they require, without any unexpected upkeep costs.

These license agreements seem to work well. I don't know if they carry any weight in law and I have never taken an office tenant to court. The leases for the retail units have been tested in court and I have successfully sued previous tenants. Although these court cases are small in number and have generally left me out of pocket, they have taught me that legally binding leases for the long-term tenures are essential.

Question 1- Lease & Tenancy Agreement

- The licenses contain a start date, but not an end date, as they roll over each month. There are no repair or maintenance costs, other than to the interior of their own office i.e. décor costs. They are usually all signed by myself, if I have someone with

EXHIBIT JD/01

Appendix C

me at the time, I will ask them to witness my signature. In most circumstances, this is a member of my family.

- ☐ If the tenant is not present at the time of my signature, I put the license in their postbox or under the door to their office and await for them to sign and return to me at their earliest convenience.
- ☐ This may sound vague, but as previously explained, I don't pay a lot of credence to their status in law and have no intention of establishing their status in law.
- ☐ We have been using these licenses for around six or seven years and we never thought they would be used for anything other than informing the tenant of their obligation.

Question 2 – Application in the name of Mr Harry Driscoll

- ☐ Harry Driscoll is my son. He began trading from 50 Holton Road in around May 2018. As a family member I did not expect him to pay rent, unless his business did exceptionally well.
- ☐ However, one of the understandings we had was; if a prospective tenant was interested in the office he was occupying, then he would be required to move to another vacant office. This occurred on several occasions.
- ☐ At the time of his application for the NDR Grant he was occupying Office 5, First Floor.
- ☐ I had no idea why, or if, the license was altered.
- ☐ I am assuming his website said 'Top Floor' (Second Floor) as this is where he began and he had not updated this after he moved to the First Floor.
- ☐ With regards to his application on 28th October 2020, my understanding is he thought the application was sent to him for funding for his new office premises (at the GoodSheds). When this mistake was brought to his attention, he returned the funding he received immediately.

Question 3 – Application in the name of Vincent Driscoll (myself)

- ☐ On 11th March 2018, LCMI took out a three year lease of 50C Holton Road. LCMI are a religious charity based in the North of England. They were represented locally by Mr Clive Bate. He persuaded LCMI to open a takeaway food outlet and he would operate the business, in order to raise funds for the charity.
- ☐ Mr Bate opened the shop for two days (at most), then had a dispute with LCMI and closed the business. LCMI continued to pay the rent for two years, on an empty shop. During this time, I tried to let the shop for them, but despite employing an estate agent, had no luck.
- ☐ My eldest son, Ben, then expressed an interest in this property and reopening it as a takeaway food outlet. He was in full time employment, but the industry was not showing positive prosperity. In late 2019, we decided to begin upgrading the property with the view to opening a family business, if we couldn't re-let the property.
- ☐ As it laid empty for several years, it was in dire need of upkeep. Mr Bate had left the property with food remaining in the fridge and freezers and as a result several of the electrical appliances needed replacing. Also, the flooring in the basement of 50C, and the kitchen flooring, needed replacing. The shop lighting was poor, a new gas supply had to be installed and the whole premises needed painting.

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Appendix C

- ☐ We were not in a particular hurry, as LCMI continued to pay the rent.
- ☐ Around the beginning of March 2020, I received a letter from solicitors representing LCMI, to inform me they would soon begin to cease payment of rent. I decided not to contest this and as a family we decided to open the family business as previously mentioned. We decided that we would open the business around Easter, which would give my son time to submit his resignation to his employer and fulfil the notice period. However, the Covid19 pandemic then began and due to my son's previous health problems, he was advised to shield and work from home. This was a small blessing as around July we were approached by another individual who was interested in letting the unit. We then decided this would be the best way forward as we did not want to risk my son's health. Furthermore, there was little evidence of footfall in the area at that time and we were concerned that a business may not be sustainable.
- ☐ The photograph you refer to, which was taken by Vale of Glamorgan Council officers, probably shows the serve over fridge and counters out of position. This was to allow for walls and floors to be redecorated. However, most of the work was carried out in the basement of the unit.
- ☐ As for the lease, please refer to my opening statement.
- ☐ **I have attached evidence of the work that was undertaken (invoices). Labelled at exhibit 3.a, to 3k**
- ☐ I believe at the time that as we owned the premises, were renovating the unit and intending to open a new business within the Unit, that we would be entitled to the NDR grant.

Question 4 – application in the name of Vincent Driscoll (myself)

- ☐ Office six is used by myself for the Serviced Office business, to interview prospective tenant and act as a show room of sorts. Providing it is not rented at the time to an alternative tenant.
- ☐ Bradley Albertides was the tenant in Office six in March 2018, which is clear in an email I sent to the Vale Council at the time. After he left, his office was cleared out of his belongings and I returned to use it for the purpose previously mentioned.
- ☐ At the time of the NDR grant application, it acted as a show office for the Serviced Office business
- ☐ As for the reference to Office five as the registered office for the Fresh Bacon Company. This was the case when I initially moved into the offices some years ago and was the address I used to register bank accounts, utility bills and such likes. As you can imagine, I can move offices regularly, meeting the demands of prospective tenants, and it would be hugely complex and time consuming to re-register each time.

Question 5- application in the name of Vincent Driscoll (myself)

- ☐ The Fresh Bacon Company has three bank accounts, all with Lloyds Bank. This is a legacy from when the business was run as a bacon wholesaler and the rental side of the business at the same time.
- ☐ There was no specific office on the application form, because there was no 'drop down' box. You can see from my correspondence with the Vale Council, that I queried this on several occasions. Ms Collins, from the Vale Council, suggested I still submit the application and she would 'look at it'.

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Appendix C

Question 6- application in the name of Vincent Bailey

- ☐ Time Slave Recordings moved into Office Three, First Floor, on 1/06/2019. Mr Bailey has always paid his rent with cash. Please see enclosed a copy of his payment record (Exhibit 6a)
- ☐ Mr Bailey moved from Office Three to Office One, First Floor, on 13/08/2020. This would explain why his applications refer to different office numbers.

Question 7- application in the name of Justin Leigh Todd

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.
- ☐ With regards to Mr Todd's application for Office 1 Top Floor and the tenancy agreement which pre-date the listed occupation date. This occurred as Mr Todd paid a deposit for the office but did not move in until some-time after.
- ☐ Once again, the witness (Corrie Driscoll) was witnessing my signature and not that of Mr Todd.
- ☐ I am not sure who J. King is, I assume he/she is a member of Mr Todd's company who signed the agreement on his behalf.
- ☐ As for the application from JLA Rail Ltd, once again there is no room E top floor and I have no knowledge of this business ever being a tenant of 50 Holton Road.

Question 8- application in the name of Justin Leigh Todd

- ☐ As previously stated, if the tenant was not available at the time, I would sign the license and post it under their door or post office for them to sign once they received it. Quite often this was a day or so later and would explain why this agreement had differing dates. Corrie Driscoll, once again, witnesses my signature.
- ☐ I have no knowledge or understanding as to why the dates on the agreement would have been changed.
- ☐ K and T Emporium moved into 50 Holton Road in September 2019, not 2020.

Question 9- application in the name of Justin Leigh Todd

- ☐ Complete Cleaning Services began renting an office 1/09/2019. Similar to K and T Emporium the license would have been posted under the door or post box, for the tenant to sign.
- ☐ It is clear from the bank statement (exhibit) that they began paying rent in September 2019.

Question 10- application in the name of Joanne Kirby (Thorne)

- ☐ There is no Unit E within 50 Holton Road. As previously explained, 50a, 50b and 50c refer to the retail units and the offices are referred to as 'Office..., ... Floor, 50 Holton Road'.
- ☐ Therefore, there could not be a tenancy agreement for this property.

Question 11- application in the name of David Gwynne Richards

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Appendix C

- ☐ Mr Richards has been a tenant of 50 Holton Road since 4/05/2016. On 20/03/2020 he occupied Office Two, Second Floor. On 1/05/2020 Mr Richards moved into Office Four, First Floor.

Conclusions

Please find enclosed bank statements (exhibit). these will show a regular pattern of payments from Mr David Gwynne Richards and JLT Accountancy Services.

Mr Richards began renting in May 2016. I can produce proof of payment dating back to this date, if required.

JLT Accountancy Services payments began 2/10/2018 at £433 per month. On 3/09/2019 Justin paid £300 for the first months rent for Kand T Emporium and Complete Cleaning Services. This is when Complete Cleaning Services and K and T Emporium began their tenancies. Mr Todd is the director of all three businesses and as a result paid for all three properties from one account, this was his preference. As he had agreed to pay by standing order for all rental agreements, I offered a discount.

On 3/9/2020, Mr Todd's business partner gave notice that all of his associated businesses would be leaving 50 Holton Road.

Yours Sincerely

Vince Driscoll

EXHIBIT JD/01

Appendix D

From: Vincent Driscoll [REDACTED]
Sent: 19 March 2018 12:49
To: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Subject: Re: 50 Holton RdBarry

Hi David

Office 1 moved in around may2016
office 2 Mr faisal around june 2017
Office 5 Dec2017
Office 4 May 2016
Office 6 feb 2018

Basement They are a limited company and moved in dec 2016
regards
vince

From: Non Domestic Rates <NNDR@valeofglamorgan.gov.uk>
Sent: 16 March 2018 15:35
To: 'Vincent Driscoll'
Subject: RE: 50 Holton RdBarry

Thank you for your email,

I require further information as follows

50c LCMI are they a limited company or individual trading as, if an individual please provide their name.

Office 1	Colin Jones	From what date
Office 2	Faisal	From what date and full name please
Office 5	Natalie Braithwaite	From what date
Office 4	Gwyn Roberts	From what date
Office 6	Bradley Albertides	From what date

Basement 1st Line Taxis From what date and are they a ltd company or an individual trading as, if an individual please provide their name.

If any of these properties are on a lease or a licence to occupy please provide a copy of said lease or licence.

David Seal
Senior Revenues Assistant / Uwch Gynorthwyydd Incwm
Financial Services / Gwasanaethau Ariannol
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709317
mob / sym:
e-mail / e-bost: DGSeal@valeofglamorgan.gov.uk

EXHIBIT JD/01

Appendix D

From: Vincent Driscoll [REDACTED]
Sent: 16 March 2018 15:10
To: Non Domestic Rates
Subject: 50 Holton RdBarry

Dear David

The Basement at 50 holton rd is let to 1st line taxis.

The shop at 50c is let from 12th march 2018 to Lcni on a 3 year lease.

The 2nd floor at 50 Holton rd is let as follows

Office 1 to Colin Jones Solicitors

Office 2 is let to Lcni

Office 3 let ot Faisal

Office 5 is let to Natalie Braithwaite

Office 4 To Gwyn Roberts

Office 6 to Bradley Albertides

Finally as for 50 a holton rd i have not had the keys back so Sns are still liable for the premises.I will inform you when they do.

yours sincerely

Vince Driscoll

EXHIBIT JD/01

Appendix E

Coronavirus Business Grant Application

Reference number
75A292D07042020

Contact Information

Contact Name
Vince Driscoll

Contact Email Address
[REDACTED]

Contact mobile number
[REDACTED]

Business Premises Address

Business Name
Baguette Shop

Address Line 1
50c Holton Rd

Address Line 2

Town
Barry

Postcode
cf634he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

Are you trading as a Limited Company?
Yes

If yes, please provide your company number registered with Companies House
3085852

EXHIBIT JD/01

Appendix E

If no, please provide your sole trader name

Business Rates Information

Is your business premises occupied?

No

Business Rates - Account number (if known)

101539768

Please provide the date you occupied the premises

2020-03-11

Is your business in the retail, leisure and hospitality sector?

Yes

BACs Details

Business Account Name

Fresh Bacon Co

Business Account Number

00477925

Business Sort Code

30-96-52

Contact Information

Submitter Full Name

Vince Driscoll

Submitted Date

07/04/2020

EXHIBIT JD/01

Appendix F

LEASE

Date: 6th MARCH 2018

Landlord FRESH BACON CO LTD
LETS TO

Tenant LIFE CHANGING MINISTRIES INTERNATIONAL
CLURCH SOUTH CHESHIRE TRUST (ALSO KNOWN AS LCM1)
CHARITY NO 1065192
Property: SOC HOLTON RD BARRA

Lease Period For the period starting on 12 MARCH 2018

AND ENDING ON

11 MARCH 2021

Use Allowed SANDWICH SHOP

Rent THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

£7748-

A YEAR BY THESE INSTALMENTS:

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM (4 weeks rent as
FOR THE PERIOD STARTING ON:- 12-3-2018 Report £645-00

TO and then

Rent Days

WEEKLY
(B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE
DAY OF EACH 149-00 MONTH WEEKLY PAYABLE ON

STANDING ORD

Rent Review N/A

Dates

THE RENT MAY BE INCREASED (UNDER CLAUSE 8) WITH EFFECT FROM
THE THIRD ANNIVERSARY OF THE START OF THE LEASE PERIOD

TENANTS OBLIGATIONS PAYMENTS

1

1. The Tenant is to pay the Landlord:
 - 1.1 the rent
 - 1.2 the amount of every premium which the Landlord pays to insure the property under this lease, to be paid within 14 days after the Landlord gives written notice of payment (and this amount is to be paid as rent) and the following sums on demand:
 - 1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
 - 1.4 the cost of any works to the property which the Landlord does after the Tenant defaults
 - 1.5 the costs and expenses (including professional fees) which the Landlord incurs in:
 - a) dealing with any application by the Tenant for consent or approval, whether or not it is given
 - b) preparing and serving a notice of a breach of the Tenant's obligation, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
 - c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends
 - 1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date
- and in making payment under this clause:
- (a) nothing is to be deducted or set off
 - (b) any value added tax payable is to be added.

2

2. The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 All periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due
 - 2.3 a registration fee of £20 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3

3. USE
 - 3.1 The Tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them:
 - 3.1.1 to use the property only for the use allowed
 - 3.1.2 not to do anything which might invalidate any insurance policy covering the property or which might increase the premium
 - 3.1.3 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

Appendix F

- 3.4 not to display any advertisements on the outside of the property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.5 not to overload the floors or walls of the property
- 3.6 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

4 ACCESS

- 4. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:
 - 4.1 for these purposes:
 - a) inspecting the condition of the property, or how it is being used
 - b) doing works which the Landlord is permitted to do under clause 5.4(c)
 - c) complying with any statutory obligation
 - d) viewing the property as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant
 - e) valuing the property
 - f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires cables serving neighbouring property
 - 4.2 and only seven days' written notice except in emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITIONS

- 5. The Tenant is to comply with the following duties in relation to the property:
 - 5.1 to maintain the property in no worse state and condition than it is in at the date hereof as evidenced by the schedule of condition attached
 - 5.2 to do the work to the property which any authority acting under an Act of Parliament requires
 - 5.3 but the Tenant need not:
 - a) alter or improve the property
 - b) make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act or default of the Tenant
 - 5.4 If the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
 - a) start the work within two months or immediately in case of emergency, and
 - b) proceed diligently with the work
 - c) in default, permit the Landlord to do the work
 - 5.5 not to make any structural alterations, external alterations or additions to the property
 - 5.6 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)
 - 5.7 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
 - 5.8 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:
 - (a) Give his consent in writing to the work
 - (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work.
 - 5.9 any dispute arising under clause arising under clause 5. is to be decided by arbitration under clause 14.5.

6

TRANSFER ETC.

6. The Tenant is to comply with the following:

- 6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder
- 6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord consents and the Landlord is not entitled to withhold that consent unreasonably or delay it
- 6.3 any sublease is to be in terms which are consistent with this lease, but is not to permit the sub-tenant to underlet
- 6.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3
- 6.5 If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant.

7

OTHER MATTERS

7. The Tenant

- 7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property within 14 days after he receives it
- 7.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
- 7.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance (such consent not to be unreasonably withheld or delayed)

8

RENT REVIEW

8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:

- a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property
- b) the property is vacant and had not been occupied by the Tenant or any sub-tenant
- c) the property can immediately be used
- d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 11 has been made good
- e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value, other than anything which the Tenant was obliged to do under the terms of this lease

8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.5

8.5

- a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
- b) Starting on that rent day, the Tenant is to pay the new rent
- c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

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9

DAMAGE

9. If the property is damaged by any of the risks to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 9.1 the rent, or a fair proportion of it, is to be suspended until the property is fully restored.
- 9.2 If at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not delayed the restoration) or the Tenant can end this lease by giving one month's notice to the other during the three year period, in which case:
- a) the insurance money belongs to the Landlord and
 - b) the Landlord's obligation to make good damage under clause 11 ceases
- 9.3 a notice given outside the time limits in clause 9.2 is not effective
- 9.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 14.5
- 9.5 The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10 QUIET ENJOYMENT

10. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11 INSURANCE

11. The Landlord agrees with the Tenant:
- 11.1 The Landlord is to keep the property (except the plate glass) insured with reputable insurers to cover:
- a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - b) against fire, lightning, explosion, earthquakes, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord (the insured risks)
- So far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 11.2 and to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force
- 11.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

12 FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- a) payment of any rent is 21 days overdue, even if in the case of Rent only it was not formally demanded
 - b) the Tenant has not complied with any of the terms in this lease
 - c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed

Appendix F

- d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor or the Landlord

13 END OF LEASE

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

LANDLORD

- 14.2 (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

TENANT

- 14.3 (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a Transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy.
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

SERVICE OF NOTICES

- 14.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 1.4.6 The headings do not form part of this Lease.

EXHIBIT JD/01

Appendix F

15 **STAMP DUTY**
This lease has not been granted to implement an agreement for a lease.

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

"Guarantor":

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord requires, in the same form but at a rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

Signed as a deed by/on behalf of the

Landlord


and delivered in the presence of

Landlord 

Witness

Witness's occupation and address

ON BEHALF OF LCM1
25 GEDDAGE ST
WHITHORN
WIGTOWNSHIRE
DG8 8NS

MR CLIVE BATE


CHARITY COMMISSION NO 1065192

EXHIBIT JD/01

Appendix G



Coronavirus Business Grant Application



The most efficient way to complete this application is online at
<https://forms.valenfglamorgan.gov.uk/en/businessgrants>

An online application may also result in your potential grant payment being paid direct into your grant sooner.

Contact Information

Contact name	VINCE DRISCOLL
Contact mobile number	[REDACTED]
Contact e-mail address	[REDACTED]

Business Premise Information

Business Name	FRESH BACON CO LTD
1st line of address	OFFICE 6 2 ND FLOOR
2nd line of address	80 MOLTON RD
Town	BARRY
Postcode	CF63 4HE

Correspondence address (if different from above)

1st line of address	AS ABOVE
2nd line of address	
Town	
Postcode	

Trading information

Are you trading as a Limited Company?	YES
If yes, please provide your company number registered with Companies House	3085852

EXHIBIT JD/01

Appendix G

If no, please provide your sole trader name	
---	--

Business Rates Information

Is your business premises occupied?	YES
Business Rates - Account number (if known)	100302800477
Please provide the date you occupied the premises	1 APR 2017
Is your business in the retail, leisure and hospitality sector?	YES NO

Business Support Grants Fund


The Vale of Glamorgan Council is currently collating business information in response to the Welsh Government announcement that businesses may qualify for a support grant. In order to prepare for potential distribution of grant funding please provide the following supporting document.

Copy of your latest bank statement (showing your sort code and account number and bank account name)	
--	--

BACs details

Business Account Name	FRESH DANCE CO
Business Sort Code	30 96 52
Business Account Number	00479925

Completed by:

Full name	VINCENT DRISCOLL	Date	26 Jan 2020
Signature			

Declaration

The information and signed declaration provided by you for a Coronavirus Business Grant by Welsh Government is being provided on the basis that you are making a truthful declaration that the information you provide is accurate. In declaring that you are a 'business in occupation within the Vale of Glamorgan' entitles you to Coronavirus Business Grant support from Welsh Government. If you falsely provide information which results in an offer and acceptance of a grant to which you are not entitled, then this may subsequently result in legal action being taken against you and legal proceedings will be taken against you to recover any monies provided as part of the Coronavirus Business Grant.

Please complete and return this application along with the supporting document required by e-mail to businessgrants@valeofglamorgan.gov.uk

OR

in the pre-paid envelope provided to Non-Domestic Rates Department, Vale of Glamorgan Council, Civic Offices, Holton Road, Barry, CF63 4RU.

EXHIBIT JD/01

Appendix H

Coronavirus Business Grant Application

Reference number

[REDACTED]

Business Rates - Account number

[REDACTED]

Local Authority Property Reference

Contact Information

Contact Name

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Premises Address

Business Name

Mad properties

Address Line 1

Office 5 2nd floor

Address Line 2

50 holton Ed

Town

Barry

Postcode

CF63. 4he

Correspondence

Address Line 1

Address Line 2

Town

Postcode

Trading Information

EXHIBIT JD/01

Are you trading as a Limited Company?
No

If yes, please provide your company number registered with Companies House
Not limited

If no, please provide your sole trader name
Ksd properties

Business Rates Information

Is your business premises occupied?
Yes

Business Rates - Account number
[REDACTED]

Local Authority Property Reference

Please provide the date you occupied the premises
2018-06-25

Is your business in the retail, leisure and hospitality sector?
No

State Aid Notification

Has your business received any public sector assistance through a State Aid de minimis scheme over the past 3 years?
No

If yes, Please provide details

BACs Details

Business Account Name
[REDACTED]

Business Account Number
[REDACTED]
[REDACTED]
[REDACTED]

Contact Information

Submitter Full Name
[REDACTED]

Submitted Date
30/06/2020

EXHIBIT JD/01

Appendix I

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 24 SEP 2020 AT 09:32:57. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: CYM367305

There is no application or official search pending against this title.

ARGRAFFIAD YW HWN O OLWG O'R GOFRESTR FEL Y'I DARPARWYD GAN GOFRESTRFA TIR EM SY'N DANGOS Y COFNODION SY'N BODOLI YN Y GOFRESTR AR 24 SEP 2020 AM 09:32:57. OND SYLWER NAD YW'R OLWG O'R GOFRESTR HON YN DDERBYNIOL MEWN LLYS YN YR UN FFORDD Â CHOPI SWYDDOGOL O FEWN YSTYR ADHAN 67 O DDEDDF COFRESTRU TIR 2002. YN WAHANOL I GOPI SWYDDOGOL, EFALLAI NA FYDD YN RHOI HAWL I RYWUN GAEL INDEMNIAID GAN Y COFRESTRYDD OS YW'N DIODDEF COLLED OHERWYDD CAMGYMERIAD YNDDI. NID YW'R COFNODION A DDANGOSIR YN YSTYRIED UNRHYW GEISIADAU SY'N AROS I'W PROSESU YNG NGHOFRESTRFA TIR EM. AT DDIBENION CHWILIO, DYLLID DEFNYDDIO'R DYDDIAD UCHOD FEL Y DYDDIAD I DDECHRAU CHWILIO.

GWEINYDDIR Y TEITL HWN GAN GOFRESTRFA TIR EM SWYDDFA CYMRU.

RHIF TEITL: CYM367305

Nid oes unrhyw gais neu chwiliad swyddogol yn aros i'w brosesu yn erbyn y teitl hwn.

A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

THE VALE OF GLAMORGAN/BRO MORGANNWG

- 1 (05.10.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.
- 2 (05.10.2007) The land has the benefit of the following rights excepted and reserved by a Conveyance of adjoining land dated 30 March 1979 made between (1) The Borough Council of the Vale of Glamorgan (The Council) (2) Blandshaw Limited (the Company) and (3) The Welsh Development Agency:-

"Except and reserving out of the Conveyance hereby made (i) unto the Council in fee simple

(a) Full and free right to use all sewers and drains now or within eighty years after the date hereof to be made in or over the property and also the free passage and running of water and soil to and from the land belonging to the Council adjoining the property with power at any time upon giving previous reasonable notice to enter upon the property to make lay repair cleanse and maintain any pipes or drains subject to the Council making good any damage occasioned thereby

(ii) Unto the Council in fee simple and unto the Company and its

Title number / Rhif teitl CYM367305

A: Property Register continued / Parhad o'r gofrestr eiddo

successors in title during the subsistence of the Agreement for Lease a right in common with other grantees of the like right to pass and repass with or without motor and other vehicles over the land coloured orange on the said plan annexed hereto."

NOTE: The land coloured orange referred to is tinted brown on the title plan.

- 3 (05.10.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 March 1988 referred to in the Charges Register.
 - 4 (05.10.2007) The land has the benefit (to the extent mentioned in Note below) of the rights granted by but is subject to the rights reserved by the Transfer dated 13 December 2002 referred to in the Charges Register.
- NOTE: The right of way over the "Access" hatched blue on the plan to the Transfer is included in this registration with absolute title only so far as the same is granted over the land remaining in the Vendor's registered title WA411870.
- 5 (05.10.2007) The Transfer dated 13 December 2002 referred to above contains provisions as to light or air and boundary structures.
 - 6 (05.10.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 24 August 2007
 Term : 15 Years from 24 August 2007
 Parties : (1) Kimberley Suzanne Driscoll
 (2) The Fresh Bacon Company
 - 7 (05.10.2007) The landlord's title is registered.

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (05.10.2007) PROPRIETOR: THE FRESH BACON COMPANY LIMITED (Co. Regn. No. 03085852) of Unit 5, Biglis House, Ty Verlon Industrial Estate, Cardiff Road, Barry.

C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (05.10.2007) A Transfer of the land in this title and other land dated 16 March 1988 made between (1) John Alwyn Otto-Jones and Bridget Mary Otto-Jones and (2) Llandaff Window Company (Plastics) Limited contains restrictive covenants.

NOTE: Original filed under WA411870.

Title number / Rhif teitl CYM367305

C: Charges Register continued / Parhad o'r
gofrestr arwystlon

2 (05.10.2007) A Transfer of the land in this title dated 13 December
2002 made between (1) Philip Leslie Hunt and Judith Anne Hunt and (2)
Kimberley Suzanne Driscoll contains covenants.

NOTE: Original filed under CYM116171.

End of register / Diwedd y gofrestr

EXHIBIT JD/01

Appendix J

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:21
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: Unit 5 Biglis house Ty Verlon ind Estate

Dear Phil

Hope all is well, Ive been trying to speak with the NNDR dept to no avail. My wife Kim owns the above property and is concerned that the previous tenants Avondale 2019 may try and claim the grant. They left on the 17th march, moving to tremorfa in Cardiff. Can you ask a member of the team to phone me on [REDACTED] also to send all correspondence to [REDACTED] Sunnycroft Farm Sunnycroft Lane Dinas Powys CF644Qp.

Regards

Vince Driscoll

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:38
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Vince

When did their lease run until? What was the business name?

Cheers

Phil

From: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:54
To: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Hi Phil

Yes Vale Foods ,their tenancy ended on the 11 oct 2019,we then let the property to Avondale 2019,who left by mutual agreement on 17th March.We then started to tidy the place up so we could start a new business from there.

Regards

Vince

From: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Sent: 08 April 2020 11:57
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Collins, Lauren <laecollins@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

I think it will boil down to whether they were on the rates system as of 20th March...If they moved to Cardiff they would get the grant there. If they were still on our system then vale would pay the grant. Lauren, is this something you would cross reference with Cardiff NNDR?

They wouldn't be able to claim it twice but would probably be eligible in one or the other.

Cheers

Phil

EXHIBIT JD/01

Appendix K

From: Collins, Lauren <lacollins@valeofglamorgan.gov.uk> **On Behalf Of** Non Domestic Rates
Sent: 13 May 2020 10:04
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Further to the below email, I do not appear to have had confirmation of the position of occupation at Unit 5 Bilgis House, there is a lot of conflicting information being received at the moment and it would be appreciated if you could get the owner of the premises as advised in the email below to confirm the position at the property please.

I apologise if this has already been sent, please could you resend to nndr@valeofglamorgan.gov.uk.

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

From: Collins, Lauren **On Behalf Of** Non Domestic Rates
Sent: 15 April 2020 08:42
To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>
Cc: Chappell, Phil R <PRChappell@valeofglamorgan.gov.uk>
Subject: RE: Unit 5 Biglis house Ty Verlon ind Estate

Good morning,

Thank you for your email. Avondale 2019 actually informed us they were never able to occupy the premises as there was an issue with Vale Food Supplies. Therefore, we do not hold Avondale 2019 liable for the Business Rates.

If the premise was vacated on 17.03.2020, it will be eligible for empty rates but no grant will be payable to the owner of the premise. Mr Driscoll, please could you get [REDACTED] (the owner of property) to send an email to nndr@valeofglamorgan.gov.uk to clarify the position at the premise and advise exactly who should be liable including date?

Kind regards,

Miss Lauren Collins
Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

EXHIBIT JD/01

Appendix L

On Wednesday, 13 May 2020, 09:54:42 BST, Business Grants
<businessgrants@valeofglamorgan.gov.uk> wrote:

Good morning,

We have looked into your application and liability at the premises.

We had not been advised of Vale Foods 2018 LTD reoccupation of the premises since we had been advised in writing by the Director of the company at the time that Vale Foods 2018 LTD had ceased trading at the premises in June 2019. Please note as compulsory strike-off action has been suspended and you, Mr Tucker are now director of this limited company, there does remain a balance owing for business rates. The balance of £6564.04 in the name of Vale Foods 2018 LTD is payable immediately (as it is in respect of previous financial years) and is the remaining balance owing for the period of liability from 06.08.2018 to 24.06.2019. I have attached copies of business rates bills to confirm the balance.

We then received the email (attached) from Natalie Reed advising Vale Food Catering Services LTD took up occupancy from 24.06.2019 onwards. We also received an email dated 04.09.2019 confirming the company name was actually Vale Food Catering Suppliers not Services and this had been amended.

We were then advised the Avondale 2019 LTD were taking over the premises from 11.11.2019. Natalie, you were then sent an email from myself confirming the closing balance for Vale Food Catering Services LTD.

However, I was then informed in January 2020 that Avondale LTD did not actually take up occupancy and they confirmed that the previous occupier (Vale Food Catering Services LTD) were still there.

Therefore bills were reissued to the premise in the name Vale Food Catering Suppliers LTD, to which we have had no returned mail, payment or queries from yourselves.

Meanwhile, your application for a business grant is in the name Vale Foods 2018 LTD and is confirming you have been in occupation since 01.01.2018?

Finally, we have been advised by the landlord that they took back possession on 17.03.2020.

Regardless of the conflicting information we have received regarding occupation of the premises prior to 17.03.2020, as the landlord has confirmed he has taken back possession of the premises we are unable to consider your application for a grant as you were not in occupation of the premise on 20.03.2020 (the date in which businesses must have been in occupation for the purposes of the grant under Welsh Government guidance).

I trust this clarifies the position.

Yours sincerely,

[Redacted Signature]

Senior Revenues Assistant / Uwch Gynorthwydd Refeniw
Resources / Adnoddau
Vale of Glamorgan Council / Cyngor Bro Morgannwg
tel / ffôn: 01446 709299
e-mail / e-bost: nndr@valeofglamorgan.gov.uk

EXHIBIT JD/01

Appendix M

From: NATALIE REED [REDACTED]

To: Business Grants <BusinessGrants@valeofglamorgan.gov.uk>

Sent: Monday, 18 May 2020, 14:45:15 BST

[REDACTED]
Hi

Thank you for your email.

We are confused as to why you have stated that the landlord has said the property is vacant.

We have a lease from the landlord Vince Driscoll which clearly states that Vale Foods 2018 occupies the premises. We have bank statements which clearly show the rent being paid to him.

We left the premises last year to move to a smaller outlet, which did not work out for us. We had two companies who were interested in taking over the premises but this did not happen due to problems with their businesses being set up.

We therefore signed a new lease in January 20 with Vince Driscoll which we have documented evidence of.

The factory was hit by the floods in February this year and have evidence of the insurance company calling out to us to inspect the damage. Mr Driscoll must be confused with the fact that from 28 February we were unable to trade from the factory because of this until we get the insurance paid out so we can get the necessary repairs made in order for us to begin trading again. The insurance company has even agreed to pay the rent to Mr Driscoll whilst we wait for the repairs to be done.

Please advise.

Regards

Natalie

EXHIBIT JD/01

Appendix N

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 27th day of January 2020

BETWEEN:

[REDACTED] / Sunnycroft Farm, Dinas Powys

Fax: [REDACTED]

(the "Landlord")

OF THE FIRST PART

- AND -

Vale Foods 2018 Ltd of Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BF.

Telephone [REDACTED] Fax: [REDACTED]

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Unit 5, Biglis House, Ty Verlon Ind Est, Barry CF62 2BF, and from time to time altered, expanded or reduced by the Landlord in its sole discretion;

EXHIBIT JD/01

Appendix N

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, on this 27th day of January, 2020

[Redacted]
(Witness) Sign / Date: 27th January 2020

[Redacted]
Print

Address: 04 DUNRAVEN ST

BARRY

[Redacted] (Landlord)

Date: 27th January 2020

[Redacted]
(Witness) Sign / Date: 27th January 2020

[Redacted]
Print

Address: 04 DUNRAVEN ST

BARRY

[Redacted]
Signed for and on behalf of
Vale Foods 2018 Ltd (Tenant) by
N Tucker Date: 27th January 2020

EXHIBIT JD/01

Appendix O

31 August 2021

401447900 twh

8219725

MR VINCE S DRISCOLL
OFFICE 5, 2ND FLOOR
50 HOLTON ROAD
BARRY
VALE OF GLAMORGAN
CF63 4HE

Dear MR DRISCOLL,

RE: Housing Benefit

The Housing Benefit award for your tenant [REDACTED] of
3 LOMBARD STREET, BARRY has been reviewed.

The awards are as follows:

FROM	TO	WEEKLY AMOUNT
16 Aug 2021	04 Apr 2022	ú120.00

As a result of the change, you have been underpaid the sum of ú25.00.

This will be included in your next payment for this tenant. The
reason for the change is I have received a decision from the rent
officer and has been calculated as follows:

Period	Weekly Amount	New Award
16 Aug 2021 23 Aug 2021	95.00	120.00

Your future payments will be ú480.00 every four weeks.

Payment will be made by BACS payments into your designated bank or
building society account.

Bank name [REDACTED]

Account name [REDACTED]

Please read your rights and duties on the last page of this letter.

Yours sincerely,

Benefits Manager

APPENDIX 14

WITNESS STATEMENT

Statement of: Stephen Tooby

Age if under 18: Over 18

Occupation/Position:

1. I, Stephen Tooby, make this statement in connection with a complaint made to the Public Services Ombudsman for Wales that Councillor Vincent Driscoll of the Vale Glamorgan Council has breached the Code of Conduct for elected members. The facts in this statement come from my personal knowledge.
 2. I work as the Welsh Government's Head of Counter Fraud.
 3. I undertook the fraud investigation against Councillor Driscoll. The rationale for the decision reached on the investigation was that although the public interest test was there, and it was believed that there was evidence of false representation on the part of Councillor Driscoll – proving dishonest intent beyond any doubt was not met.
-

Statement of truth:

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

Signed:

Dated:

Case reference number: 202200739

APPENDIX 15

From: Vincent Driscoll
To: Alana Compton
Subject: IN - Accused Member - Comments on complaint
Date: 24 June 2022 16:58:30

You don't often get email from vince.d@hotmail.co.uk. [Learn why this is important](#)

Dear Ms Compton.

Thank you for your email. Please be assured I will be vigourly defending this case. I will be more than happy to meet to discuss the case.

Apologies for the delay in responding but I'm finding this very stressful.

I would like to place on record my dissatisfaction at the way the Vale of Glamorgan Council have handled this case to date.

Even though they've had the file for quite a length of time, they decided to "demand" that I attended an interview just days before a Council election, in which I was standing for re-election.

Despite asking several times they refused to tell me what the interview would be about. At the meeting I was asked many questions regarding Licences, tenants, rent payments, leases and several other topics. Although I tried to be as accurate as possible it was impossible to be as precise as I would have liked as these questions often concerned dates tenants and rent payments. All these questions had been previously answered in my reply to the Audit Office. They deemed no further action necessary.

However my biggest concern regarding the meeting was that of Ms Marles colleague, I think his name was Mr David Phillips. He sat barely 4 ft from me and the whole of the interview (well over an hour) he sternly stared at me, occasionally asking a question to which he obviously already knew the answer.

Whether this was a deliberate attempt to unsettle me or not it certainly didn't help me relax. I did feel intimidated by his behaviour. As previously stated I would be more than happy to attend a meeting with yourselves.

Regards

Vince Driscoll

From: Alana.Compton@ombudsman-wales.org.uk <Alana.Compton@ombudsman-wales.org.uk>

Sent: 11 May 2022 10:32

To: Driscoll, Vincent P (Cllr) <vpdriscoll@valeofglamorgan.gov.uk>

Subject: Complaint made to the Ombudsman - 202200739 [REF/J7/wZ/GK/2P/]

Dear Councillor Driscoll

Please find attached a covering letter and a copy of a code of conduct complaint we have received.

Yours sincerely

Alana Compton

Swyddog Gwaith Achos/Casework Officer

Ffôn/Tel: 01656 641150

--

Ombudsmon Gwasanaethau Cyhoeddus Cymru/ Public Services Ombudsman for Wales
1 Ffordd yr Hen Gae
Pencoed
Pen-y-Bont ar Ogwr/ Bridgend/

CF35 5LJ

www.ombwdsmon-cymru.org.uk / www.ombudsman-wales.org.uk

<https://twitter.com/OmbudsmanWales>

Hybu'r Gymraeg

Gallwch ysgrifennu atom yn Gymraeg a byddwn yn ymateb yn Gymraeg. Ni fydd hyn yn arwain at oedi cyn ymateb.
Welsh Language Promotion

You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

Sganiwyd y neges hon am bob feirws hysbys wrth iddi adael Ombwdsmon Gwasanaethau Cyhoeddus Cymru.

Mae Ombwdsmon Gwasanaethau Cyhoeddus Cymru yn cymryd o ddifrif yr angen i ddiogelu eich data.

Mae ein Hysbysiad Preifatrwydd yn esbonio sut rydym yn defnyddio eich gwybodaeth a sut rydym yn diogelu eich preifatrwydd.

On leaving the Public Services Ombudsman, this email was scanned for all known viruses.

The Public Services Ombudsman takes the protection of your data seriously.

Our Privacy Notice explains how we use your information and the ways in which we protect your privacy.

Bydd pob galwad yn cael ei recordio ar gyfer dibenion hyfforddi a chyfeirio

All calls are recorded for training and reference purposes

Ystyriwch yr amgylchedd – a oes wir angen i chi argraffu'r neges e-bost hon?

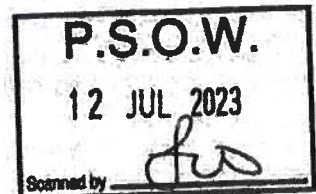
Please consider the environment - do you really need to print this email?

DAVID JONES Solicitors Cyfreithwyr

Date/Dyddiad: 11th March 2020
Our Ref/Elin Cyf: DM.DW.CL.L11339
Your Ref/Eich Cyf:

Mr V Driscoll
Fresh Bacon Company Ltd
7-8 Raleigh Walk
Brigantine Place
CARDIFF
CF10 4LN

12 MAR 2020



Dear Sir

**RE: OUR CLIENT - LCMI TRUST
LANDLORD - FRESH BACON COMPANY LIMITED
PROPERTY - 50C HOLTON ROAD BARRY**

We are instructed by our above client.

We have had sight of correspondence passing between yourselves and our client.

As you know, the Lease here (dated 6th March 2018) was negotiated and signed by Mr Clive Bate on behalf of the Charity. We understand Mr Bate is also a tenant of office premises owned by the Landlord.

We are also aware the premises have never been occupied by our client and they do not even have a key. We understand that you have asked the Charity to agree to surrender the Lease so that the premises can be re-let. Our client has confirmed their agreement but nothing further has transpired.

We understand there is a prospective tenant who our client only knows as "Rachael". The Estate Agents advise that lots of interest has been shown in the property and that they could have re-let the premises last November. They refer to you "not co-operating".

We understand that our clients last payment in respect of rent was in January this year. We have advised them not to make any further payment.

Despite the fact the Lease permits the tenant to assign or sub-let they have not taken any action in that regard in view of your offer to surrender. However,

unless the surrender is confirmed, within the next 7 days, our client will arrange to assign or sub-let the premises.

Knights have confirmed they will be able to find a suitable tenant promptly.

We further note that our clients have already part-paid towards the catering equipment in the premises and therefore this will need to be taken into account in due course.

If you wish us to draft the Deed of Surrender then please let us know.

If you are in any doubt as to your legal position, then you are strongly advised to take independent legal advice.

Yours faithfully



KNIGHTS



Residential & Commercial Sales and Letting Agents

84 High Street, Barry,
Vale of Glamorgan, CF62 7DX

Tel: 01446 700222 (Sales)
Tel: 01446 701333 (Lettings)

Email: sales@knights.uk.com (Sales)
Email: lettings@knights.uk.com (Lettings)
Website: www.knights.uk.com

Mr V Driscoll
50, Holton Road
Barry
CF63 4HE

13th July 2023

To Whom this may concern,

Re: 50c, Holton Road, Barry, Vale Of Glamorgan, CF63 4HE

I am writing to confirm that the above property, with enclosed copy of detail, came to the market in July 2018 and was taken off the marketing in August 2021. It was advertised on all of our online portals, we had numerous viewing, however we were unable to find a suitable tenant.

Yours sincerely,

Angela Williams

APPENDIX 16

Councillor's Name: Vincent Driscoll



**Ombwdsmon
Ombudsman**
Cymru • Wales

Public Services Ombudsman for Wales
Interview Record

Date: 16th June, 2023

Interviewing Officer(s): Emily Fletcher
Louise Moreland

Others Present: Councillor Vincent Driscoll
Gareth James, Solicitor

EF: Okay, so it's now recording, so I've just got to go through some procedural stuff, erm, and then we'll move onto the questions. I'll just explain a bit about what will happen, essentially. Erm, for the recording the date is 16th June, 2023 and the time is 10:56...

LM: Yeah.

EF: A-M? Yeah.

LM: Yeah.

EF: Erm, this is an interview in relation to a referral made by Deborah Miles against Councillor Vincent Driscoll which alleges breaches of the Code of Conduct for members of the Vale of Glamorgan Council. I'm Emily Fletcher, I'm an investigator for the Public Services Ombudsman and present to assist me is my colleague.

LM: I'm Louise Moreland, I'm an Investigator for the Public Services Ombudsman.

VD: Sorry, Louise...?

LM: Moreland.

VD: Moreland, okay.

LM: Yeah.

EF: Erm, and being interviewed is, if you could just give your name, just for the recording.

VD: Yeah, Vince-Vincent Driscoll.

Case Reference:



Councillor's Name: Vincent Driscoll

EF: Lovely thank you and present for your support is, if you could just give your name as well please?

GJ: Gareth James, Solicitor.

EF: Lovely thank you. Erm, I just need to make it clear, Councillor Driscoll that, erm, although Mr James is here to support you, the interview is directed to you, erm...

VD: Yeah.

EF: ... so therefore the answers must be your own and Mr James must not provide answers on your behalf.

VD: Okay.

EF: Okay?

GJ: Can I just say before we proceed, I'm here purely to advise. I will only interject if I think the questions are misleading or become oppressive.

EF: Yes, of course, that's fine, it's obviously the answers need to be, erm, Councillor Driscoll's.

GJ: Yeah.

EF: Erm, the interview is being recorded simultaneously onto two CDs, one CD will be sealed in your presence and will be kept securely in its case, in case it's needed by Adjudication tribunal or the Standards Committee. The other will be a working copy to which the Ombudsman and her staff may listen and from which further copies can be made. Erm, both CDs are protected against tampering and before making her final recommendation the Ombudsman will provide you with a written transcript of this interview. Erm, if you or your legal representative require an additional copy of this CD, it can be provided, so if you want a CD in addition to the transcript, we can arrange for that to happen as well. Okay? Erm, the interview is listed to last a maximum of two hours, can I just confirm for the record that you have got enough time today to complete the interview?

VD: Yeah.

EF: Lovely, thank you and can you just confirm that you're well enough to answer my questions today?

VD: Yes, yeah, fine.

EF: Lovely, thank you and can I just you have everything with you, you might need, glasses, medication. I know you've got some water, everything you need?

Case Reference:



Councillor's Name: Vincent Driscoll

- VD: Coffee at about 11 o'clock would be alright [laughs]...
- GJ: I haven't had breakfast so there's that.
- EF: [Laughs] and can I just ask that any mobile phones or electronic devices which might interrupt us are switched on silent or turned off, unless there's a pressing reason not to do so.
- GJ: Mine's on silent because I forgot to switch it back on from court yesterday.
- EF: Lovely, thank you [laughs], erm, and if you need a break for any reason, a comfort break or a break for any reason, just let us know and we can pause the recording and then resume, erm, when you're ready. Okay?
- VD: Yeah, okay.
- EF: Erm, can you just for the benefit of the recording can you just confirm prior to the recording machine being switched on that we've not discussed the case or any other matter subject of this interview in any way.
- VD: That's correct.
- EF: Thank you. Erm, and can I just check you received a copy of the evidence bundle which I can see in front of you, which was posted to you, well it was sent electronically on 10th May and then it was reposted to you on the 25th May, yeah?
- VD: Yes, correct.
- EF: Lovely, thank you.
- GJ: Can I just confirm, it's possibly self-evident, this is not a video recording?
- EF: No, no, it's a projector but it's not in use.
- GJ: No, I just want to make sure.
- EF: Yes.
- GJ: No, no, I just want to make sure.
- EF: That's fine, erm, you've got the bundle, yeah, can I just ask if you've had a chance to go through and familiarise yourself with what's in there?
- VD: Yeah, yeah.
- EF: Lovely okay, thank you. So what will happen is I will tell you a bit about the allegations that have been made and I've just got a series of questions to ask you in relation to the allegations.



Councillor's Name: Vincent Driscoll

VD: Okay.

EF: I'll just ask that you listen to my questions carefully and just answer them as fully as you can.

VD: Mhm.

EF: I just need to remind you of course that any information or evidence that you give to me today is likely to be detailed in, or appended to any report that the Ombudsman may produce on her findings...

VD: Yeah.

EF: ... and depending on whichever finding the Ombudsman makes it can then be shared with the Standards Committee of the local authority or the Adjudication Panel for Wales who can hold any hearing in public and can publish the appendices in a public domain.

VD: Okay.

EF: Okay. I'll ask the majority of questions or my colleague Louise might ask some questions if necessary throughout.

VD: Yeah, I, just one question I have some, erm, photocopies of leases and bank statements that I, I can use in my defence, is that okay to produce them ?

EF: Yes, if need be, throughout, then if we need to take copies we can do so if it's relevant.

VD: Yeah, okay, okay.

EF: Okay? Erm, so if I just go to explain the allegation which obviously I know you had a copy of the complaint, but you've been asked to attend the interview today because an allegation has been made that you may have breached the Code of Conduct for members in an application you made for business grants, the use of your council email address and updating and registering and disclosing interests. Erm, the allegation suggests that you may have breached the following paragraph of the code, so I'm just going to go through each of the paragraphs. The first paragraph 4b, which notes, members must who respect and consideration for others, paragraph 4d, members must not conduct themselves, sorry, members must not do anything which compromises, or which is likely to compromise the impartiality of those who work for or on behalf of their authority. Paragraph 6.1a members must not conduct themselves in a manner which could reasonably be regarded as bringing their office or authority into disrepute. Paragraph 7a, members must not in their official capacity or otherwise, use or attempt to use their position improperly to confer on, or secure for themselves or any other person an advantage or create or avoid for

Case Reference:



themselves or any other person a disadvantage. Paragraph 7b, members must not use or authorise others to use the resources of their authority inappropriately, in breach of their authority's requirements other than in the [unclear 00:05:27] which is calculated to facilitate or be conducive to the discharge of the functions of the authority or for the office to which they have been elected or appointed improperly or for private use. Erm, paragraph 15.1b which states members must, within 28 days of their election or appointment to officer, register their personal interests where they fall within a category mentioned in paragraph 10.2a, in their authority's register of member's interests by providing written notification to the authority's monitoring officer and then the final paragraph, paragraph 15.2 which states members must, within 28 days of becoming aware of any new personal interest, following within the category mentioned in paragraph 10.2a register that new personal interest in your authority's register of member's interest by providing written notification to your authority's monitoring, monitoring officer, okay?

VD: Okay.

EF: I appreciate that was a lot to go through.

VD: Okay [laughs].

EF: Erm, but can I just check you understand the allegations and the paragraphs of the code that we are considering.

VD: Yes.

EF: Lovely, thank you [coughs]. Just first of all, then, erm, I'll proceed to the formal questions but can I just confirm on page 134 of the bundle is your signed, erm, declaration of acceptance of office and undertaking to observe the Code of Conduct. It should be on page 134 [pause].

VD: [Unclear 00:06:51].

GJ: Yes.

VD: Then, you can...

EF: That's mine.

LM: Oh, okay, sorry.

VD: Yes, that's, yes...

EF: You can confirm that's your...?

VD: Yeah, that's my signature, yeah.



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EF: Lovely, thank you. Okay, erm, can I just check then, on what date, erm, did you become a member of the council? Can you remember?

VD: Oh God, erm...

EF: Or just an approximate, is this your first...?

VD: Yeah, it was 2017, that was...

EF: That was your first time then?

VD: ... yeah, when I signed that I think as well, that was probably a couple of days after, when was the election, seven, five, it might have been the 7th.

EF: Okay, lovely.

VD: But it was around the first week of May, 2017, yeah.

EF: So you were elected, not co-opted onto the council.

VD: No, elected, yeah.

EF: You were elected lovely, thank you. Erm, so can you just, as background again, can you tell me a bit about your experience in this council as a member, have you had any responsibilities in just your time...?

VD: Yes, I've, erm, I've been Chairman of Licensing for one term, or one year.

EF: Yeah.

VD: I was Vice Chairman of E&R, Environment and Regeneration. Er, I've sat on many committees, erm, had a good attendance record, erm, and that's it really.

EF: Okay.

VD: As, as just a sitting councillor, you know, for the five years and then re-elected last, last year.

EF: Last year, okay, that's helpful, thank you. Erm, and where, since you've been a councillor have you had any training that you can remember on the Code of Conduct?

VD: Yes, we've full, full training.

EF: Okay.

VD: There was, erm...

EF: Can you remember who gave that and when you had it?

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VD: No.

EF: No?

VD: I, I can't remember the actual officer that gave it, but they're all, they're all pretty good training courses and self-explanatory really, you know?

EF: So have you had Code of Conduct training more than once?

VD: Erm, I wouldn't, I wouldn't like to say yes but, but definitely had it in the first term and I think we've had it probably in the second term as well.

EF: So some sort of refresher training to be re-elected?

VD: Yeah, a refresher, yeah, so, yeah, they're quite good on giving training and making sure everyone's updated on it, you know, so...

EF: Okay, thank you, erm, so just now I went through all the paragraphs of the Code that we are investigating.

VD: Mhm.

EF: So, before we get into the allegations I just need to check your understanding of each of the paragraphs which are relevant to our investigation.

VD: Mhm.

EF: So what you believe them to mean and how you understand that. So I'll just go through each one. I appreciate there are quite a few, but, er, we need to go through each one, if that's okay.

VD: Yeah.

EF: So the first paragraph, paragraph 4b, members must show respect...

GJ: Which page is that numbered in...?

EF: Erm, that will be on, in appendix... 137 is the investigation start letter and all the paragraphs are in there.

GJ: Oh, that's alright. I was somewhat taken aback by your, your numbering process.

EF: Oh, sorry.

GJ: And the, well not the numbering process, but the order process of the documents that you, er, you produce.

EF: Yeah, we have a set order [laughs].

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GJ: It's a somewhat unusual way of approaching it.

EF: [Laughs].

GJ: Right.

EF: Yeah, so all the paragraphs are there, so if we consider the first paragraph, paragraph 4b, members must show respect and consideration for others. So what's your understanding of that paragraph please, Councillor Driscoll?

VD: Er, I, I think it's, erm, pretty explanatory really, you've got to be respectful to people, erm, and, you know, consider their views and consider their opinions and the way they work and, you know, I think, I think I've, as a Councillor, I think I've done that, you know, I don't think I've, erm...

EF: Okay.

VD: ... I think if you spoke to the, the officers in the Vale council they'd always say I've been very respectful, I've always got on well with them, er, never had any rows with any of them, you know.

EF: Lovely.

VD: I certainly don't think I've, erm, overstepped my position.

EF: Okay, lovely thank you. Erm, and if we move on then to paragraph 4d, members must not do anything which compromises, or is likely to compromise the impartiality of those who work for, or on behalf of their authority, what do you understand that paragraph to mean?

VD: Erm, basically not to, not to put them in a position where they, they, erm, have to act impartially, you know, trying to put them in a position where they, erm, are trying to help you, when they really shouldn't.

EF: Okay.

VD: You know?

EF: Lovely, thank you. Er, paragraph 6.1a, what do you understand that paragraph to mean?

VD: Erm...

EF: So members must not conduct themselves in a manner which could reasonably be regarded as bringing the office or authority into disrepute.

VD: Well just behaviour yourself really [laughs].

EF: Okay, yeah.

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- VD: Not to act stupidly and, erm, cause, cause embarrassment to the council.
- EF: Lovely, thank you, and then paragraph 7a, members must not, in their official capacity or otherwise use, or attempt to use their position improperly to confer on, or to secure for themselves or any other person's advantage or create or avoid for themselves or any other person a disadvantage.
- VD: Erm, I suppose, that means basically when trying to feature your own nest.
- EF: Okay.
- VD: Erm, using your position to gain an advantage, a financial advantage or, erm, a position, erm...
- EF: Okay.
- VD: Yeah.
- EF: Lovely, thank you, paragraph 7b, members must not use or authorise others to use the, the resources of their authority imprudently, in breach of their authority's requirements other than in a manner which is partly to facilitate or to be conducive to the discharge of the function of the authority or for the office to which they have been elected or appointed and finally, improperly for private purpose.
- VD: Okay [whispering], er, basically not to use, erm, my email address, erm, etc, my position, erm, I'm not sure what resources of the authority would ever be other than the laptop and email account, erm, other than, let me just... Yeah, and probably for private use, so basically, very similar to the one before, to feather your own nest and use it to gain an advantage by being a councillor when...
- EF: Okay, lovely, thank you and then paragraph 15.1b, members must, within 28 days of their election or appointment to office register their personal interest where they fall within a category mentioned in paragraph 10.2a, and the authority's register of member's interest, by providing written notification to their authorities monitoring officer.
- VD: Mhm. Erm, basically just to let the council know and put it on your, on your, erm, your register, what your interests are, erm, property, etc, any, any organisations you can belong to, erm, within 28 days of the election, really.
- EF: Lovely, thank you and on the final paragraph, paragraph 15.2, members must, within 28 days of becoming aware of any new personal interest, falling within the category mentioned in paragraph 10.2a, register that new personal interest in the authority's register of member's interest by providing written notification to your authority's monitoring officer.



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VD: So basically a similar thing but not so 28 days of being elected but within 28 days of something happening, you know, joining an organisation or buying a property or making sure that's put on, put on the register...

EF: Lovely, okay.

VD: ... of interest.

EF: Thank you, that was helpful. Erm, okay, so we're going to move on now to the, the allegations and kind of go through the specific ones that have been alleged.

VD: Yeah, okay.

EF: Okay?

VD: Mhm.

EF: Erm, I just want to kind of emphasise before we get into that, that obviously we're considering the Code of Conduct specifically in relation to the allegations and no other, erm, kind of framework, it is specifically the Code of Conduct.

VD: Okay.

EF: Okay, so just as a bit of background, obviously as you're aware the allegations relate to, erm, business grant applications.

VD: Yeah.

EF: So I just wondered if you could explain to me about the grants and how you became aware of them and the process for applying for them?

VD: Erm, it, it was pretty difficult not to notice them really, they were all over the papers...

EF: Yeah.

VD: ... all over the press, you know, erm, [sighs] yeah, it was, it was basically to help businesses survive the pandemic.

EF: Okay.

VD: Erm, we were emailed, I think by the, I think most, all businesses that are registered with the council were emailed or, erm...

EF: Yeah.

VD: ... there's plenty of publicity about it, you know.

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EF: Yeah, okay, erm, so what can you remember the process was to apply for the grants?

VD: Erm, basically, er, at, at the time and I still think it was a slightly, slightly ambiguous, the, the, the wording on the grants, but it appeared that anybody with a, that had a, erm, a property, or, er, a business property with a, erm, rateable value number, reference from the council...

EF: Okay.

VD: ... you were entitled to a grant.

EF: Okay.

VD: Erm, I'm not sure if the property reference number is the right word, I can't think, billing authority for N-NDR, non-domestic rates.

EF: Yes.

VD: Anyone with non-domestic rates number was entitled to a grant.

EF: Okay.

VD: You know obviously there was restrictions on that but that was my understanding, you know?

EF: Okay, did you obtain any advice, erm, in, in relation to applying for any of the grants or was it your own research only.

VD: Erm, I did my own research online and...

EF: Okay so you didn't seek advice from anywhere else?

VD: Erm, I can't, I can't remember whether I emailed the council, I might well have done...

EF: Okay.

VD: ... because friends, friends and people in business that I know and knew I was a councillor, as a councillor were asking me questions, so it could well have been, you know, a couple of questions. I mean I sent, I sent nearly 50 emails, even more than that to the council and different members of the council regarding grants.

EF: Okay, yes.

VD: That, that was from my private email address, erm [coughs], sorry, so there was probably a little bit of advice sought there but, you know...



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EF: Okay, that's helpful, thank you. Okay, if we, obviously you're aware that there's an internal audit report produced, erm, by the council which is on pages 158 to 170 of the evidence bundle if you do want to refer to it, it is there. Erm, so...

GJ: That's the evidence.

EF: Pardon?

GJ: Sorry, I'm just saying it's the evidence, too much gardening, my fingers are going... There, okay...

EF: Okay, so the internal audit report found, erm, that you failed to update the councils and NDR team about occupancy in relation to 50 Holton Road, which has an impact on business rates. Erm, so on the basis of that, do you expect that this created a financial advantage for yourself?

VD: Okay, right, let me just, can we just find this on here now... Erm...

GJ: Would you refer to the particular paragraph that you're...?

EF: Yes, I'll do that now, one second, sorry...

VD: Okay, so [unclear 00:17:34]...

GJ: Perhaps I just now have various points to raise. I think it's better if we can deal with procedural, so we're not talking across issues?

EF: Yes. Erm...

VD: So we're on DNA-2, yeah? Okay, so what was the question again please?

EF: So the internal audit report which I think is in paragraph 4.9 of the report conclusions, erm, notes that, erm, you failed to update the council and NDR team about occupancy in relation to 50 Holton Road which had an impact on business rates. The specific question is do you accept that this created a financial advantage for yourself?

GJ: This relates, 4.9 of the [unclear 00:18:25].

VD: Erm, no, I don't think it did, you know...

EF: Okay.

VD: ... erm, I, I basically told them what happened...

EF: Yes.

VD: Erm, the tenant, the tenant who had been there for two years had just, just said to me categorically I'm not paying any more rates, any more rent, erm,

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sue me if you want, erm, I just decided then that we, we'd been, we'd been doing the property up slightly as well, er, slowly sorry, not slightly, slowly...

EF: Okay.

VD: ... it had been left in poor condition for two years, erm, there was still food from the previous tenants, erm, so my son who was, he weren't in a very good job at the time, he decided that he wouldn't mind opening a baguette shop.

EF: Yeah.

VD: So he started going it up.

EF: Okay. But the, the specific finding in the audit report is that you failed to advise the NNDR team that the previous occupants had vacated the premises and at that point you would have then become liable for the business rates. So the question is do you consider that that had created a financial advantage for yourself?

VD: Erm, it wasn't intended if that was the case.

EF: Okay.

VD: I did, I did actually, erm, they did know about it because I ended up, I paid the rates.

EF: Okay.

VD: I might not have I can't remember whether I told them immediately on the 11th March, it probably wasn't on top of my agenda...

EF: Okay. I mean the finding is that you didn't update them and if you had have updated them you would have, at, at that point when it became relevant you would have become liable for the business rates at that point, so the finding is you didn't update them. So, do you consider, in doing so that created a financial advantage for yourself?

VD: Erm, I did, when I did update them...

EF: Mm.

VD: ... I updated them from the date we took it over which is 11th March, so there was no financial benefit to me. We told them when we took it over.

EF: But...

VD: If I'd, if I'd taken it over on 1st January and told them I took it over on 11th March then I would have avoided rates for two months.

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EF: Mm, but the internal audit report finding is quite clear that you didn't update then when a previous occupant had vacated and at that point when they vacated you would have come liable. So considering that finding, as I said, we're considering the Code of Conduct only, in doing that, do you consider that created a financial advantage for yourself?

VD: Erm, [sighs] I'm not, I'm not sure where the financial advantage came.

EF: Because the finding is that you didn't update them when somebody had vacated and had you done so you'd have, at that time been liable for business rates. So there was a period of time where you weren't, according to this finding...

VD: Mhm.

EF: ... where you weren't liable for business rates, so that finding specifically, do you accept that that created a financial advantage for yourself?

VD: Not at all because I, I told then when, I did-, I might not have told then on the day, the 11th March that I took it over...

EF: Okay.

VD: ... but I told them the 11th March was the date. So there was no, I didn't, erm, underestimate or overestimate the time, I paid from 11th March as when we took it over.

EF: So when did the previous occupant vacate?

VD: Well he, he hadn't really been in there for two years, erm...

EF: Okay, so this, this is the finding, the finding is that had you updated them when the previous occupant had vacated, you would have at, at that point become liable, so you've just mentioned a two year period of them vacating and then you taking it over, so the internal audit report finding is that you failed up updated the NNDR team that the previous occupants had vacated and had you done so, at that point, you would have become liable for business rates.

VD: He was still, they were still paying, they paid up till 11th March, rent.

EF: But you just said they vacated two years prior...

VD: They'd been empty but they'd been paying the rent.

EF: Okay.

VD: Erm, and, and they were liable for the rates they would have been paying the rates as well.

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EF: Okay.

VD: So there was, I, I had no involvement other than collecting rent from that shop until 11th March.

EF: So you have evidence that in that two year period after they vacated, even though they vacated they continued to pay you rent...

VD: Yeah.

EF: ... and they, they were paying business rates.

VD: Well I, I don't know whether they paid the business rates because that's between them and the council.

EF: Okay.

VD: But they were paying me rent.

EF: So from your understanding if they vacated, does that, would that not mean that you had to update the NNDR team that you had, they had vacated because we're, we're doing a Code of Conduct investigation...

VD: Yeah.

EF: ... I'm not getting into the nitty gritty's of business rates, but...

VD: Mhm [coughs].

EF: ... the finding is that had you updated them that they had vacated, at that point you would have become liable, so I appreciate what you're saying about they were paying rent and things, but the finding is, if you told them when they vacated at that specific time you would have become liable, do you, do you understand that?

VD: Yeah, and the specific time was actually the 11th March, that's...

EF: But you've just said they vacated two years prior.

VD: They vacated, but they were still liable for the rates, they, they had a lease on, on it, the lease is actually in here.

EF: Okay, so you don't agree with the finding of this, that when, if you'd have told them they vacated, at the time they vacated, you, yourself would have become liable for the business rates?

VD: But they hadn't, they hadn't vacated. They still had, they still had the lease on it, they were renting the property.

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EF: Okay, I think perhaps the information is getting a bit confusing because you said they vacated...

VD: When I say vacated they weren't operating, right?

EF: Okay.

VD: ... but they still had a lease, they had a lease for another, till I think it was '21, March '21.

EF: Yes.

VD: Erm, they were paying the rent on it.

EF: Okay.

VD: They were, I imagine paying the rates, they were probably paying the water rates, the gas bills...

EF: Okay.

VD: Erm, it was not my responsibility that shop.

EF: Okay.

GJ: What you're, the point that you're trying to make is that they were still your tenants.

VD: Yeah.

EF: Okay, but, but the finding of the internal audit report is clear that had you told them, when they vacated, at that point in time, regardless of the other information you would have been liable for the business rates, so considering that finding, do you accept or do you consider that created a financial advantage for yourself?

VD: Absolutely not.

EF: No, okay.

VD: Erm, because it, it [laughs] it wasn't, they weren't vacated, you know, they could have, they could have come back at any minute, at any time and reopened the shop and started trading. If I'd taken the shop off them, I'd be breaking the terms of the lease, even though they weren't operating...

EF: Okay.

VD: ... and then I'd, you know [sighs].

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EF: But just to confirm, you don't consider that created a financial advantage for yourself?

VD: No. I mean I, I paid, I told them I took over on the 11th March.

EF: Okay.

VD: That's the date I took over, that's the day I paid, erm, cap, erm NNDR, rates for, and that, that's...

EF: So how did it come to an end then if they'd vacated two years prior?

VD: Erm, they, they were paying the rent and paying the rent and I, I don't know what they thought they were going to do.

EF: Okay.

VD: I had no idea what they were going to do.

EF: Okay.

VD: They were based, they were a charity based up north...

EF: Mm.

VD: ... I think that the, the guy that lived locally was, was going to run it. I think they thought he might come back on board and reopen it...

EF: Okay.

VD: ... erm, but that didn't happen and it just went on and on. We, we were trying to let it, in the mean time we were trying to find new tenants for them. They were trying, we, erm, we got hold of an estate agent to try and help us along. You know, I was trying to help them out, but just couldn't find anyone to do it, you know?

EF: Okay, so what changed on 11th March, that, for you to take it over, how did it come to an end?

VD: Well they, they eventually said to me, look, we're not going to pay you anymore.

EF: Okay.

VD: We'll close the charity if you, if you take us to court, erm, we've paid for two years, you're unfair and I thought, well it is, it's, it's...

EF: Okay.

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VD: ... it's a business deal but they have paid for two years, they've honoured their commitment for two years.

EF: Okay.

VD: My son wanted to open, erm, a baguette shop, I had my office upstairs, my wife was upstairs, it was the ideal place to, erm, for him to start.

EF: Oaky.

VD: It used to be a good business before these people took it over.

EF: Okay, thank you. Erm, so do you have any documentation relating to the ending of that then?

VD: The ending of the, the lease?

EF: Mm.

VD: No, we didn't, we didn't actually, I just, we had a phone call and I just took their word that, you know...

EF: Okay, so there's nothing in writing?

VD: They did, they did send me a letter but I, I haven't been able to find it, but...

EF: Okay.

VD: ... I can, I can try and find that but I don't think...

EF: But you've got nothing in writing that show the lease ca-, that, that ended at that point.

VD: No, I just too, I just...

EF: Okay.

VD: ... I just, you know, got on with it, you know.

EF: Okay, thank you. Erm, again, considering paragraph 4.9 of the, er, internal audit report the finding notes that, erm, you put in a grant essentially and claimed that you'd spent thousands on the shop getting it ready for trading, okay, and I'm going to quote verbatim from the report, which says, inspection of the premise confirmed that the property was unoccupied and the grant application made by VPD was refused. So in relation to the comments about the fact that the property was unoccupied, erm, can you just explain that, please?

VD: Yeah, it was, we were renovating it.

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EF: Okay.

VD: But if you look at my, at my application form it says do you occupy the premises and I said no.

EF: Okay.

VD: That was actually, that was on my, on my application form.

EF: So what renovation work had taken place in, in the property?

VD: Erm, we, we'd decorated throughout, we had to buy some new fridges.

EF: Okay.

VD: Erm, I supplied, I supplied, erm, the invoices, I don't know, I haven't seen them in this, which doesn't surprise me and disappoints me really because the, the Vale Council have actually ignored the invoices we sent to the, erm, the Welsh audit office, the Welsh fraud office. Erm, I think I've got them here if you want to, I can give them to you, if you like. Erm but they, they ignored all them. Erm, we were spend-, we spent quite a lot of money on the place.

EF: Okay.

VD: When the, when the undercover officer from the council when to the Welsh, went there, and looked through the window...

EF: Yeah.

VD: ... they'd have seen it exactly as it was, which was being renovated.

EF: Okay.

VD: They took pictures, erm, apparently, according to one statement which they haven't used as evidence and it doesn't surprise me, because it would have showed exactly, erm, what, what was going on there.

EF: Okay. So just to confirm again, and you did mention this early, so what date did you occupy that property, 50c Halton Road?

VD: Erm, officially on 11th March.

EF: Okay, and then the work, when did the work commence?

VD: We'd done a bit of work before.

EF: Okay.

VD: And then we start, you know, we carried on working it was an ongoing...

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EF: Okay.

VD: ... and then the, the pandemic and everything, everything went on lockdown so we just...

EF: So can you just explain how work commenced, if at that point prior to the 11th March, erm, you hadn't occupied the property?

VD: Well we, we'd spoken to the tenants and...

EF: Okay.

VD: ... and we, I, I'd said to them, look you know, it's look, we show people around, it's looking a mess.

EF: Okay.

VD: Alright, erm, it would help us all if we, you know, it would help you move it on and help me get a new tenant. I mean all I wanted really was a tenant in there working and operating.

EF: Okay.

VD: Erm, if I, you know, if I did a bit of work on the property, you know, erm, and, and in the back of my mind it was a view to opening it ourselves.

EF: Okay.

VD: Erm, and we just, they, they said fine, because we had to clean the fridges out, they were disgusting and put some new fridges put in, we had a gas supply, erm, it was quite a, quite a, an unpleasant job to start with but, and then we painted it throughout and, and basically just tarted it up, you know.

EF: Okay, thank you, so on what date did you take occupation?

VD: 11th March.

EF: And when did you update the council that you'd taken occupation and the NNDR team?

VD: Erm, I, to be honest it, it wouldn't have been the 11th March...

EF: Okay.

VD: ... but it wouldn't have been long after that.

EF: But you can't recall when it was?

VD: I can't, there'll be evidence there, I, I think probably, I mean the Vale, the council might have it.

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EF: Okay, so the, the notification to NNDR team didn't come as a result, is that what you're saying, didn't come as a result of the business grant application? [Interference noise 00:29:44]

VD: Erm, no, we, we were taking over anyhow.

EF: But I mean they, when I, did, did you specifically update the NDR team that you'd taken occupation or did they become aware of it as a result of the business grant application for the premises.

VD: I think I told them.

EF: You told them?

VD: Yeah.

EF: Okay, how would you have told them, would that have been...?

VD: Probably by email or...

EF: By email, do you have a copy of that email?

VD: Erm, possibly, yeah.

EF: Okay, are you able to provide us with a copy of that?

VD: Yeah, er, I'll try and look for it, yeah, erm...

EF: Okay, thank you. Erm, okay, also...

GJ: Did you want us to stop now and produce it?

VD: I haven't got it, sorry I haven't got it now.

EF: He doesn't have it now, yeah.

VD: Mm.

EF: Okay, so if we then again, considering the internal audit report. I'm just going to find the specific paragraph, erm, so paragraph 4.11 of the internal audit report, erm, so the internal audit report found that as a result of some of your application other applicants who may have had a legitimate claim to the grant were unsuccessful in their applications, so what is your response to this finding?

VD: Mhm...[pause], erm, even if I'd been [unclear 00:31:06], erm, absolutely rubbish.

EF: Okay.

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VD: Erm, I knew, I knew the tenant, I've grown up with the tenant, it's a friend of mine.

EF: Okay.

VD: He'd moved premises. He'd open, he'd opened in Cardiff under a, a different name, er, he got the grant from Cardiff Council.

EF: Yeah.

VD: The, erm, property, he left a lot of equipment there and he was, he was slowly moving it out, but he wasn't trading from there.

EF: Okay.

VD: Now they've accused me, they're trying to say that I, I wanted to go for that grant, right and, and also I used my council email to notify the Operations Manager, right? But the way I look at it, how would it have looked if I'd, I'd sat back and let a friend of mine in my wife, my wife's property claim a £25000 grant that I knew he wasn't entitled to as a, as a councillor that wouldn't look very good at all.

EF: Okay.

VD: So I feel, I felt I was doing my duty to the council.

EF: Okay. If we look at the findings then on page 167 in relation got Vale Foods, the internal audit report notes that they had, Vale Foods had a lease from you as landlords, showing that they occupied the premises. They had bank statements which showed rent payments to yourself, a new lease was signed with yourself in January 2020 and due to flooding in February 2020, their insurance company were making rent payments to, erm, you while Vale Foods were awaiting repairs. They also produced a commercial lease agreement for the property and the, which was assigned by, erm, the landlord, Vale Foods and you signed it on 27th January 2020. Erm, there's also a bank statement for April 2020 which shows that Vale Foods are paying rent into this account. Erm, so that's how they've made that finding then, that Vale Foods did have a genuine application, or may have had a legitimate application which was rejected.

VD: Yeah.

EF: So do you accept, erm...

VD: Absolutely not, so I'll tell, I'll [unclear 00:33:11].

EF: Okay.

VD: Right [sighs]. Okay, so if you can refer to the lease in there, that shows the lease that this, Vale Foods produced, it's not my lease, these are my

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- leases. Okay? That's the lease with Vale Foods 2010, erm, that's the lease for Avondale, that's the lease for Vale 2018.
- EF: Okay, so this says there's, erm, a lease with Vale Foods in 2020, so do you have a copy of that?
- VD: Erm, no, I've only had copies, what's been sent to me.
- EF: Okay.
- VD: That's...
- EF: So you're saying that the, in the internal audit report, the lease that they're referring, you're saying that doesn't really exist?
- VD: No, they're not mind, that's not a lease we, we supply, these are the leases I supply to, er, Vale Foods, erm, if you, if you want to look at these, these are, just to prove that these are leases we actually give to other companies, they're totally different to the lease that Vale Foods provided, erm, these are copies, there's the copies...
- EF: So this, erm, on page 204 of the evidence file, that's the lease that's been referred to in the internal audit report, so are you saying this lease is a false lease?
- VD: Yes.
- GJ: Hang on, let me just get it, to make sure we...
- VD: Yeah. That's a false lease.
- EF: Okay, so that's not your signature?
- VD: It's very, it looks like my signature but, you know, I, that's not my signature.
- EF: Okay, so as part of the internal audit report, did you tell them that was a false lease?
- VD: I've only, I've only seen it, I only saw this when Debbie Miles submitted you, the, the file to you and then you sent to me.
- EF: Okay. So you didn't produce any leases as part of, erm, the response to their internal audit report?
- VD: No.
- EF: But you're confirming this isn't a real lease.
- VD: That's one, it's all signed, these, these are the leases we produced.

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GJ: For the sake of clarity, when did you first see the audit, the internal audit report?

VD: Erm, when, erm, I was sent by Emily to, sent the file by Emily.

GJ: When you went for interview, were you in fact shown a copy of the internal audit report?

VD: Oh, no, nothing.

GJ: This is the difficulty that Councillor Driscoll has as a reported interview, based on an internal audit report and I must express my concern that he was not given disclosure of that report or the details upon which that interview was conducted, hence his particular concern that he wasn't able to properly answer or prepare himself for that interview.

EF: Okay.

VD: The interview, the interview came at a very, very awkward time in, erm, basically in the sense that it was two weeks before our election, erm, which an-anybody'll tell you, standing for council, any election is a difficult time.

EF: Okay.

VD: Again, you're busy running around like an idiot knocking doors. Erm, I wasn't aware what, I, I was under the impression that because the Welsh Audit Office department had sent back no further action, I thought that was the end of the case, so when she asked me to come and have an, an interview...

EF: Yes.

VD: I was very surprised at, at...

EF: So in, there's a copy then of the transcript of the questions that you were asked, erm...

VD: Mhm.

EF: ... in the meeting on the 21st April 2022 which starts on page 207. If you turn to page 215 of the evidence file...

GJ: There it is...

VD: Yeah, but I made some notes on this one. Mhm, yeah.

EF: So during this interview you were told that they had a copy of a new lease that you'd signed with Vale Foods dated 28th January 2020, erm, your response you say Avondale, Vale Foods are the same owners, they got funded in December 2019, or January, February 2020, I can't remember.

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There was some sort of flood insurance claim going on, they've never vacated. So can you explain your answer them because they've specifically asked you about the, the lease in 2020.

VD: Mhm.

EF: But you haven't mentioned there that there's no lease in 2020, which you've just explained now?

VD: I, I thought they were probably referring to these leases.

EF: But they specifically told you that it was dated 28th January 2020 and you haven't, in your response questioned that that...

VD: I, I wouldn't have, I wouldn't be able to remember three years previous what date I signed a lease.

EF: Okay.

VD: Erm, you know, bearing in mind we've got, erm, probably between my wife and myself 20 -odd tenants, you know, I, I wouldn't be able to remember, I just, I just assumed, I wouldn't have thought that this would, you know, they would have, erm, produced this.

EF: Okay, so at that time you weren't aware that...

VD: It wasn't shown to me, if it had been shown to me...

EF: No, but they, they told you the dates so at that time, that didn't ring any alarm bells in your head that actually there was a thing.

VD: No, no.

EF: You say you had no knowledge at this time that this lease didn't actually exist.

VD: No, no.

EF: Okay, thank you.

GJ: This comes back to the original point I make about the extremely unusual way in which this interview was conducted, where issues were put and...

EF: Yes.

GJ: ... and documents were referred to, without giving him the opportunity to see, and I have great concerns about the voracity of this, er, process.

EF: Okay, you're talking about the internal audit process, yeah?

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- GJ: Yes, and, and this interview that was conducted on the basis of this interview.
- EF: Not this interview, but the int...
- GJ: No, no, not at all.
- EF: Yeah, okay [laughs], thank you. Erm, so in relation to Vale Foods then obviously you have explained but from your understanding do you consider that your conduct created a disadvantage for Vale Foods?
- VD: Yes. Because that was the intention because he, I didn't want him to get the, the grant because he wasn't entitled to it.
- EF: Okay, so how did you create the disadvantage for him?
- VD: Well I told, I told, erm, Phil, Phil Chapel the operations manager. I wrote to him and said, look this chap, this Vale Foods...
- EF: Okay.
- VD: Bearing in mind Vale Foods, Avondale Foods, Vale Foods 2010, 2018, Vale Food Supply Services, alright, I think there's another one as well, they're all the same person, they're one person...
- EF: Okay.
- VD: They're not different companies, they're one person, right. He was trying to get the grant for, for his business for Tremorfa, which is under the name of Butcher's Hook and he was trying to scam the, the tenancy here, sorry the grants for Unit 5, Vicker's House.
- EF: So do you have a copy of that email you said you sent to the operation manager?
- VD: It's in the file.
- EF: It's in the file, okay.
- VD: Yeah. There's a, there's a...
- EF: In what file, this file?
- VD: Yeah, yeah.
- EF: Okay, that's fine, thank you. Erm, okay so again, I suppose following on from like, do you consider that, erm, your conduct in relation to Vale Foods, erm, in, in your conduct you failed to show Vale Foods respect and consideration?

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VD: Respect for someone who is trying to corruptly claim a grant that they're not entitled to, er, if that, if that's wrong then yeah, I have to hold my hand up, but I knew he wasn't entitled to it, so, you know. I, erm...

EF: So do you feel you sho-, you failed to show them respect and consideration?

VD: Erm, they do, they didn't deserve respect and consideration.

EF: Okay.

VD: Because they were, they were acting, and like I said previously, if I, if I'd ignored it and turned around and said, you know, go on, get your grant, erm...

EF: Yes.

VD: You know and then, maybe an investigation to look at it later on and found out that I was, I was then related to the landlady, er, the owner of the building and this guy who's a friend of mine got a grant and I knew about it and he shouldn't have had it, that would be, that would be terrible.

EF: Okay, okay, thank you Councillor Driscoll. Erm, moving on then, so the Welsh Government counter-fraud department have confirmed that their investigation found that there was evidence of false representation on, on your behalf. Erm, do you consider that making a false representation may have been a breach of the Code of Conduct in this respect?

VD: I'm sure a false representation is a breach but, but can you, can you elaborate a bit more on what, which...?

EF: So, on page 320 there's the statement of Stephen Tooby, the Head of Counter-fraud. I'll read verbatim from his statement where he says, I...

GJ: Hang on.

EF: Oops, sorry, 320. In which he states, I undertook a fraud investigation against Councillor Driscoll, the rationale for the decision reached on the investigation was that although the public interest was there, it was believed that there was evidence of false representation on the part of Councillor Driscoll proven dishonest intent beyond any doubt was not met. So, do you consider that finding, erm, maybe have been a breach of the Code of Conduct?

VD: Erm, obviously he felt, er, false represe-, oh sorry, false representation is a breach of the Conduct, but I don't believe I did.

EF: Okay.

VD: Erm, I...

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EF: Do you accept that the Welsh Government, making that finding is evidence of a breach of the Code of Conduct?

VD: Erm, not at all, no. I, I, I'd have liked him to be a bit more specific.

EF: Okay.

VD: You know, but I, I, the evidence I gave on the grant forms and everything since has been as it was.

EF: Okay.

VD: Erm...

EF: ...but you, the finding is specifically that there was false representation, so do you consider that finding...

GJ: Ma-may I just clarify...

EF: ... believed there was evidence of false representation...

GJ: Yes, that's it, it's believed, that's a subjective matter for...

EF: Yes, okay, so the Head of Counter-fraud has said that he believes there was evidence of false representation on, on your behalf, considering that specifically do you consider, erm, that, that was, that's evidence of a breach of the Code?

VD: Well...

EF: If, if, obvious-, unless Mr James, erm, Councillor Dris-Driscoll has to answer the questions, obviously you can...

GJ: Yeah, I make...

EF: Yeah, of course but the answer has to be his own.

GJ: you clearly understand the question?

VD: Yeah.

GJ: Are, are you happy to answer the question?

VD: Yeah, yeah.

GJ: Okay, by all means, go on.

VD: At no time did I believe that I acted, erm, with, with fa-false intentions.

EF: Okay.

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VD: You know, at no time at all, I believe I gave the right information to the right bodies at all times and I, I fully, erm, cooperate with all the, er, the investigation.

EF: Okay, so just to confirm the specific question, erm, you don't consider that this may have been a breach of the Code of Conduct.

VD: False representation is a breach of the Code. I don't believe I was, I falsely misrepresented.

EF: Okay, thank you. Erm, Louise, before I move on...

LM: Mm.

EF: ... do you have any questions?

LM: I do just, just for the sake of clarity, erm, just, just so I understand, erm, okay, if we go back a little bit, okay, we're talking about, erm, 50c Holton Road.

EF: Yeah.

LM: Yeah, okay, erm, I understand what you said about, erm, the-the-the tenants effectively ceased to be at the property from 11th March, okay. My understand from what you've said today is that they were not in the property for the previous two years but they did have responsibility for it in terms of the lease, erm, rents, rates, that sort of thing.

VD: Yeah.

LM: Have I got that right?

VD: Mm.

LM: That's right okay.

VD: And also all the equipment in the property was there.

LM: All the equipment in the property was there, okay. So do I also understand then from what you've said that before the 11th March you were doing the property up?

VD: We start-, we cleared it out, we started to clear it out and tidy it up for the benefit of any prospective tenants to come in viewing it. It, it was on the, on the market and we were advertising it and word of mouth and Knights Estate Agent, erm, were advertising it, erm, and they'd come in and said to me, you know, the place is a mess so, with the agreement of, erm, erm, LCMI we, we tidied it.

LM: LCMI, they were your tenants?

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VD: Yeah, that's right, yeah.

LM: That's fine, okay, so I, I, so okay, with their agreement you were tidying it up. Wh-when was it advertised with Knights Frank?

VD: It was, it was, not Knights Frank, er,

GJ: No, it's a local, Knights Frank wouldn't operate in Barry, this is Knights, a local agent [laughs].

LM: Knights. They're called Knights.

VD: Yeah, High Street, Barry.

LM: They're an estate agent.

VD: Yeah.

GJ: A commercial letting agent.

VD: Erm, I can't remember the exact dates but it was advertised for a while. Erm, she had a couple of views but nothing came to issue but also, you know it was in my interest because I wanted someone to come along and sign a new three year lease. Erm, I knew this would eventually, even though I got the rent off these people for the next year, you know, long term it was, it was not good business, you know...

LM: Yeah, but it, but it was advertised with Knights before the 11th March?

VD: Oh yeah, yeah, yeah.

LM: And for approximately what sort of time?

VD: Well I, I, sorry I'd be, erm, wrong if I gave you, if I tried to give you a date, but it was on for a while, you know.

LM: Yeah, okay.

VD: And also the, Angela, one of the partners there, she knew it was, so even though it was advertised, if someone came into their office and said, look have you got any businesses, well there's this one here. You know, we had about three or four viewings if I remember.

LM: Okay, and, and do you, I know, erm, Emily was asking about documentation and you said you didn't have any, do you have any communications at all with the LCMI is it, LCMI, er, about that?

VD: Erm, good question actually. There must be something there in my files somewhere so I'll try and, try and make a note of that and dig it out if that's, erm...

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LM: Yeah.

VD: ... if that's possible, erm, hang on, let's get a pen somewhere.

EF: Is that it?

LM: Yeah, yeah.

EF: Okay, are you ready for me to continue?

VD: Yes, yeah, sure, yeah.

EF: Thank you, okay, erm, so moving on a little bit then to your email address, so just first of all can I check, have you ever used your council email address for your own private purposes?

VD: Not intentionally.

EF: So when you say not intentionally, what do you mean by that?

VD: Well I accept that I used it, I did send a couple of emails...

EF: Okay.

VD: Erm, but that was just by accident.

EF: Okay.

VD: Erm, it's never happened before, erm, you know, this, this, the grants, erm, process and, erm, the appeals process I think I probably sent probably 50 or 60 emails to, er, the NNDR, and the council regarding it and I think one or two of them it seems like they went through on my, erm, private...

EF: Okay.

VD: ... my private, sorry, my council address erm, it was never any intention to, erm, bully or intimidate, you know...

EF: Okay.

VD: ... and I'm sure if, if that's the case then, or if it was the case then all I can do is sincerely apologise.

EF: Okay, so are you confirming them that you did use your council email address to make enquires in relation to your private business grant applications?

VD: Yes.

EF: Yes, okay.

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GJ: The question needs to be taken in the context, the answer, in the context of his earlier answer that it is not intentionally.

EF: Yeah, I'm going to move onto that now specifically, but I just needed to confirm that you are, you did use your, erm, council email address. So you said you did it unintentionally, erm, how, how would that come about, how would you accidentally use, if you could just explain how you could mistakenly use your councillor email address to make such an enquiry?

VD: In my, in my office at home I've got two laptops alongside each other, it's plain and simple, it wouldn't, you know, there was no reason for me to, like, you know, I'd had a, erm, a long trail of emails on, on my private email address. Erm, there was no, absolutely no, I mean I think that they give intention that I was trying to let them know I'm a councillor, er, well that, that's not the case.

EF: Okay.

VD: They, they would have known anyhow, I've been the councillor for six years. It wasn't, there was no, erm, purpose other than just a plain mistake.

EF: Okay, do you accept that in using your email, your council email address that gives the impression that you are acting in your capacity as a councillor?

VD: Erm, I understand, I understand how that can be perceived, yes.

EF: Yeah.

VD: Erm, but it, like you said it wasn't intentional and it certainly, you know, it certainly wasn't, erm, there wasn't a purpose behind me doing it, you know?

EF: Okay, so I appreciate you're saying it's unintentional and you didn't do it for, you know, any particular reason but do you recognise that it could be advantageous to use your council email address in such a way, in relation to these applications?

VD: Erm, I'm sure, like I said I'm sure it can be perceived that way, yeah, so, you know...

EF: Okay.

VD: ... to, to say no would be, you know, wrong because it, obviously it looks like that.

EF: Okay.

VD: Erm, but I can assure you honestly it, it was not intended that way, you know.

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EF: Oaky, again, considering, you know, you didn't, you're saying you didn't intend to do it and that wasn't the purpose but do you recognise that, again using your council email address for private, erm, business, could compromise the impartiality of those who work on, or behalf of the council?

VD: Erm, I, I understand the question, erm, I don't think, I don't think I would have done, right, like I said, it wasn't meant intentionally, erm, and I certainly don't think the officer who received the emails would have acted any differently if it, it had come off my private address.

EF: Okay, but do you accept that using your council email address, intentionally, unintentionally, for that purpose could compromise the impartiality of the council officers.

VD: I can accept it, yeah, but it's, I don't believe it did, it didn't, it obviously didn't, erm...

EF: Okay, yeah, and the monitoring officer provided evidence that, erm, she has, because she had concerns as the MO that in using your email address, your council email address for private business purposes could have put pressure on, or compromised the impartiality of, of the officers.

VD: Mm, did, did he have a statement from the officer, suggesting that was the case?

EF: No, but the monitoring officer's evidence suggests, she's saying that as the monitoring officer in evidence that you've used your council email address for private businesses in relation to these grants could have compromised the impartiality of the officers. It's not a question of whether it did happen, it's the fact that it could have happened, that's what she's saying.

VD: Could have done, okay, yeah.

EF: Do you accept that?

VD: Yeah, yeah.

GJ: Well, sorry, I, I think your question was slightly misleading there because he wasn't given the, Councillor Driscoll wasn't given the opportunity to say what he, to further what he was saying, that he did not think that it would have that effect.

EF: When you say he wasn't given that opportunity to, to...

GJ: ... well in essence you're trying to seek an answer that deals with the, the bare facts of, of the finding. It's a matter of opinion by the opposition, not supported by any evidence whatsoever that it was a possibility that was raised by any officer within the council.

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- EF: No, but the evidence she's provided is...
- GJ: Which is her opinion?
- EF: Yeah, and I asked what his response to that opinion was.
- GJ: Yeah [unclear 00:52:35]. Well, okay.
- EF: Okay, erm, if we continue, erm, so do you consider that by using your council email address, erm, in such a manner was evidence of breach of the Code of Conduct?
- VD: Unintentionally, yes.
- EF: Okay, thank you. Erm, do you consider that using your council email address in such a way has the potential to bring your office, as a member, into disrepute.
- VD: Erm, well, like I said, I can't, I, I'd like to see the contents of the emails actually because I think that's...
- EF: The emails, erm, are on page 200 of the, erm, evidence file.
-
- VD: You know, because I'm sure, I'm sure the contents of the email, well let's, let's see what the contents of the emails suggest actually because what's, what page did you say?
- EF: 200.
- VD: 200 [pause]. Okay, so the first one to Phil Chapel...
- EF: Yes.
- VD: That, that's regarding Unit 5 Biglis House.
- EF: Yes.
- VD: Which is, you know, is debatable whether I was, whether it wasn't council business, okay, do you understand?
- EF: If you could explain how would that be council business?
- VD: Because, because, as a councillor I recognise a fraud and I'm letting the, the relevant council officer know.
- EF: Okay.
- VD: So I'm not, I'm not, is that not a council, erm, council, erm, what's the word?
- GJ: Purpose?

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- VD: Purpose, you know, so on that, on that one I mean I, I accept, I accept, you know, we talked about it at length earlier, erm, I, I'm not really convinced that...
- EF: But do you consider that, obviously this email is about property, you mention your wife, so do you consider that is a council purpose or do you think there's an interest there which would make it a private matter?
- VD: I consider it's a, a council event, a council purpose where somebody's trying to defraud the council of...
- EF: Okay.
- VD: ... £25,000.
- EF: Okay.
- VD: Erm, so the information they needed was the information I provided, erm, and, yeah, I, I, I actually stand by that, it, it was, it was, I think it was council, you know it, I, I could have sent it from my private address, I didn't deliberately send it from my business account.
- EF: Okay.
- VD: Oh, sorry, I didn't deliberately send it from my councillor, council, erm, email address...
- EF: Okay.
- VD: ... but I believe it is, it was relevant to council, erm, duties.
- EF: Okay, so obviously what you're saying now, now you've read the email, you obviously kind of changing, erm, your approach, so just to confirm then for the record, having read this specific email that you sent on 8th April 2020, from the council email address, you considered it was appropriate in that instance to use your council email address, just to confirm?
- VD: With hindsight I probably wouldn't have, because I realise the trouble it's caused.
- EF: Okay.
- VD: But I still, it's debatable whether it is or isn't council business. I believe it's council business, you know?
- EF: Okay.
- VD: So I should have...

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EF: So just to confirm, do you consider it was appropriate in this, in these specific circumstances to use your council email address, in that email?

VD: I don't feel it was inappropriate.

EF: Okay.

VD: Erm, I felt the council had to know about it.

EF: Okay.

VD: Erm, and you know, I stand by that, you know, maybe, with hindsight we could avoid all this, you know, Code of Conduct trouble, I would have probably sent it from my private one, but it is council, it is council business,

EF: Okay. So do you know the link obviously to your private life, you mention your wife. Do you consider that raises any issues with your role as a councillor and a, a role as a private individual?

VD: No.

EF: No.

VD: Not really, no.

EF: Okay, you were going to mention as well about the second email, erm...

VD: Oh, erm [pause]. Well it's to, to Lauren, Lauren Collins?

EF: Yes, er, I don't know, you were saying there was another one.

VD: Erm, no, I thought, I thought there was...

EF: It's the one on the, there's another on the 8th April from your council email address to Phil again.

VD: Yeah, okay.

EF: On page 200.

GJ: 200.

EF: So just underneath the first one, there.

VD: Yeah, it was, it was just a run of emails.

EF: Okay.

VD: [Unclear 00:57:21] yeah, it looks like, yeah.

EF: Just, er, reading this, sorry, is that anything you wish to say about that one?

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VD: I don't think so, for some reason I thought maybe, erm, there was another email but that's, is that the only email that I sent on my private...

EF: These are the emails that are in the appendix of the internal audit report.

VD: Yeah.

EF: Just, erm, just because I've just re-read this email, so connected to earlier on, so in, in your email actually on the 8th April 2020 to Phil. You say that Avondale left by mutual agreement on 17th March, we then started to tidy the place up so we could start a new business from there.

VD: Mhm.

EF: So that's different days to what you mentioned earlier, so what, what's the discrepancy there, how's that come about? That you said, you said they left on the 17th March and then you started to tidy up, whereas I believe earlier, erm, Louise, I know you were taking notes, I think you said they vacated before the 11th March and you were already tidying the place up.

VD: No, I thought that was the 11th March, 11th March was the baguette shop.

EF: So you're saying that's different?

VD: Yeah, I think so, this is the, er, Unit 5 Biglis House.

EF: Okay, is that, where's the baguette shop?

VD: Er, 50c.

EF: Okay, so these are different dates, because this is mentioning Avondale which is what we talked about earlier. Where you said Avondale, so is Avondale, do they have more than one property from you?

VD: Erm, no, Avondale has more than one name.

EF: Okay, but in relation to, to Avondale, that's different is that what you're saying?

VD: Yeah.

EF: Yeah, okay.

VD: They're not 50c Holton Road.

EF: Thank you. Louise do you have any questions before I move onto the next one?

LM: No I'm good for the minute.

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EF: Okay, thank you. Erm, okay, if we could just move on then to, erm, considering Fresh Bacon Company Limited. I just wondered if you could explain your interest in Fresh Bacon Company Limited please.

VD: I'm a director and shareholder.

EF: Okay. Erm, and then in relation to interesting, I know we mentioned training earlier, you said you had training on the Code of Conduct, did that include training on registering interests?

VD: Erm, I think it probably would have done, yeah.

EF: Okay, I believe we do have a copy, erm, I can get it if you want it, of the Code of Conduct training, erm...

GJ: We've seen it.

EF: Yes, which includes, does include, just for the record that there was, erm, training on interest in that...

GJ: It's covered in the notes and emails.

EF: Er, thank you. Erm, and if we look at pages 264 to 267 of the evidence file... Erm, between those pages there are emails to all members of the council, erm, reminding them of their need to update the register of interest. Do you accept that you received the emails on these dates?

VD: Yes, yeah. I mean I can't remember...

EF: Okay.

VD: ... the exact email but I would have received then yeah.

EF: You would have received them, okay.

VD: Yeah, you know...

EF: Lovely, thank you. Erm, and then can we, sorry a lot of turning, can we turn to page 218 of the...

VD: 218?

EF: 218 of the evidence file... Can you just confirm for the record this is your register of interest which you signed...

VD: Mhm.

EF: On the 1st June 2017?

VD: Yeah.

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EF: Yeah, and then can you turn to page 222 please and could you confirm that your, erm, register of interest you signed on 4th May 2022.

VD: Yeah.

EF: Okay, thank you. Erm, if we go back, sorry, did you confirm that was your...

VD: Yeah, yeah.

EF: Lovely, thank you. Erm, if we go back to your first register of interesting, the one from 2017...

VD: Mhm.

EF: ... Erm, could you just explain why Unit 5 Biglis House is not included on the register of interest for the 2017 one?

VD: It was, erm, it was my wife's property.

EF: Okay.

VD: And I had, er, no, no int-, no interest in it.

EF: Okay. Erm, so you're saying you have no interest in Unit 5 Biglis House, is that correct?

VD: Well, it now transpires to, er, the, erm, Land Registry that Fresh Bacon Company are apparently joint owners but that's, that's not my understanding. My wife's always owned that building...

EF: Okay.

VD: ... and she's paid the mortgage on it, since we bought it.

EF: So when did you find out that was on the Land Registry?

VD: When, erm, when I had the, erm, the file.

EF: This, this evidence file.

VD: Yeah.

EF: From the Ombudsman?

VD: Yeah.

EF: Okay, so if you only recently found out that is on the Land Registry, why have you updated your, in the 2022 Register of Interest, to include Unit 5 Biglis House as, as an interest, you've declared an interest in it, in your 2022 one. So what's changed, why is it in the 2022 one?

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- VD: Well because since, since the, erm, just give me a second... Sorry she would have men-, er, Debbie Miles I think questioned it at the, the, er, meeting.
- EF: Right.
- VD: So that's when I would have, yeah...
- EF: So that's when you became aware of it?
- VD: Yeah, I'm pretty certain, yeah.
- EF: Okay.
- VD: So that's why I just put it on there.
- EF: Okay.
- VD: I didn't, but then I, I wasn't, I still wasn't aware of the Land Registry, erm, entry, erm...
- EF: Okay. So how would that...
-
- VD: I haven't, I hadn't seen the Land Registry [unclear 01:03:11].
- EF: ... how would it have come about that, erm, you're on the Land Registry but you're not aware of it?
- VD: Erm, I, I don't know, right, and this is the honest answer, I'm not sure.
- EF: Okay.
- VD: This was, this was when we bought the business. Erm, my wife bought, my wife bought the property and then the Fresh Bacon Company took a lease out on it.
- EF: Okay.
- VD: Now I, I wasn't aware there was, that lease was registered at Land Registry...
- EF: Okay.
- VD: ... and when we sold the business to Vale Foods in 2010, erm, I assumed that, well the lease just was ripped up, basically, you know?
- EF: Okay.
- VD: The lease ended.

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EF: So the internal audit report [coughs], excuse me, sorry, also noted that, sorry, erm, the council's business rate system listed the owner of Unit 5 Biglis House as Fresh Bacon Company Limited which you confirmed you were a director of and it also noted the email address associated was [REDACTED]

VD: Mhm.

EF: So what would be your response to that?

VD: I have no idea. I have no idea why that, it would never have been, erm, maybe, maybe the, er, Fresh, we put the Fresh, we obviously put the Fresh Bacon Company on, on the NNDR when we started trading there.

EF: Okay.

VD: And, but I don't know why it was said owner, when just being a leaseholder, you know?

EF: Okay. So from the findings of the, erm, which note that you're on the Land Registry, erm...

VD: Fresh Bacon Company's on the Land Registry.

EF: ... yes, which you're director of...

VD: Yeah.

EF: ... erm, that the owner of Unit 5 in the business rates system is listed as Fresh Bacon Company Limited which you're a director of.

VD: Mhm.

EF: And the only email is recorded as [REDACTED] which is, just for the record is that your email, is that an email address of yours?

VD: Yeah, yeah, it is, yeah.

EF: So do you accept that this information suggests that you do have an interest in Unit 5.

VD: It suggest I do but it, it's totally wrong.

EF: Okay.

VD: My wife, my wife owns it, the bank, the bank took a mortgage out on it, we got a mortgage from the bank, so I'm 95, 99% certain they would have done their homework and got it right.

EF: Okay.

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VD: Erm, I, I don't know where the confusion starts, but wherever the confusion started, it started back in 2005 or somewhere, when we bought the property.

EF: Okay, erm, the internal audit report also noted that there was a lease with Vale foods, erm, in relation to Unit 5 which is signed, erm, which is with you.

VD: Yeah.

EF: So how would that become apparent if you don't have an interest in Unit 5.

VD: Well I, I, I act on my wife's behalf.

EF: Okay, so do you accept then, in acting on your wife's behalf in signing such an agreement, that would mean you had an interest in Unit 5 Biglis House...

VD: Erm...

EF: ... considering the code of conduct and interest in that way?

VD: Look, with hindsight, yeah.

EF: So you accept that you did have an interest.

VD: Well I, I accept that I signed the lease, I, I mean I wouldn't have considered. I mean at the time I didn't have, erm, you know, when I signed the lease I wasn't a councillor.

EF: Yes, but when you obviously joined the council you did the register of interest, as you've confirmed, Unit 5, Biglis House isn't included and you've just accepted that, in signing the lease on behalf of your wife, obviously the lease you've signed it, do you accept that that is an interest that should have been declared?

VD: With hindsight, yeah.

EF: Okay. Thank you.

VD: It was, you know, looking back, I mean there's no, there's no reason why, erm, I'd have hidden it...

EF: Okay.

VD: ... there's nothing, there's nothing to gain by, by hiding it, you know, I've been quite obv-, er, quite transparent with the other properties and the other interests. Erm, I've nothing to gain by hiding that, it's just pure, because it was my wife's I haven't put my wife's properties on, on the

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interests, erm, even though I deal with some of them, help, help them, well help her, not collect rent etc... Erm, there was nothing to gain.

EF: Okay, thank you. Erm, before I move onto my next question, Louise do you have anything at this stage?

LM: No, I don't think I do.

EF: Thank you. Erm, again considering the internal audit report, erm, it noted that you did not update your register of interest in relation to a property that was rented, erm, and Fresh Bacon Company Limited received housing benefit for. I believe the property is 3 Lombard Street, could you just explain why that was not included on your register of interest?

VD: Erm, once again it's my wife's property.

EF: Okay.

VD: The council send the money direct to, erm, my wife and I can show you that now, erm, so they, they've done it, they haven't done their homework very well there, actually...

EF: Okay.

VD: ... because it's not, erm... Er, there's the, er, notification of, erm, payment and it's made direct to my wife's account, [REDACTED]

EF: Okay, thank you. Erm, if you just bear with me I'm just going to get up something else... Erm, sorry, so many pages I'm struggling to find where it is. So, I'm going to find it now, erm, so you can refer to it, but do you recall, erm, explaining, I believe, I believe it was in the response that there was a property where housing benefit was paid into Fresh Bacon Company Limited and then it paid, went onto your wife?

VD: That was what Debbie Miles told me at the meeting. I had no way of checking it at the time, erm...

EF: Okay.

VD: ... it's incorrect.

EF: So you're saying that finding is incorrect, it wasn't paid into...

VD: Well there's the document-documented evidence from the Vale Council.

EF: Okay and that's in relation to...

VD: 3 Lombard Street.

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- EF: Okay, just bear with me one moment, I'm just going to the internal audit report appendices...
- VD: Can I have some more water?
- EF: ... for that, Louise do you have any questions while I'm just looking for this specific thing?
- LM: Erm, I'm just going to... Er...
- EF: Sorry, there's just too many pages, erm, okay, so the evidence they have for the housing benefit being paid in relation to 3 Lombard Street is on page 206 of the evidence file.
- VD: Mhm.
- EF: There's a letter to yourself, er, which says housing benefit awards the tenant, obviously the tenant's been redacted...
- VD: Yeah.
- EF: ... of 3 Lombard Street, Barry has been reviewed, the awards are as follows and it, it sets out the award. Erm, so it says it goes into the account name of, I believe is that your wife, [REDACTED]?
- VD: Yeah, [REDACTED] yeah.
- EF: But why would the email address go to yourself directly?
- VD: Erm, probably because this, this, this property, erm, when we first moved into the offices in 50 Holton Road...
- EF: Okay.
- VD: ... I had all the mail directed to me, my wife didn't have an office there at the time...
- EF: Okay.
- VD: ... and it's just here-, it's just a legacy really of, erm...
- EF: Okay, but it says the tenant is your tenant because it's says, Dear Mr Driscoll the housing benefit award for your tenant, so are you saying that's not your tenant?
- VD: Erm, it's not my tenant, no, it's my wife's tenant, you know?
- EF: Okay, so you're saying this is inaccurate?

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VD: Well it's, yeah, it is, to be honest it's inconsequential because it's all about, they're saying they pay to me when clearly they don't, they pay it to [REDACTED]

EF: Yeah, but the letter is showing that, that the housing benefit is for your tenant in relation to this property which makes, it may suggest an interest in the property?

VD: Erm, yeah, but it, it's wrong. They, they send the mail to me...

EF: Okay.

VD: ... I mean the only thing that's missing from here is that at the bottom it's in the care of, it should be saying care of Vince Driscoll, so...

EF: Does...

VD: ... sorry.

EF: Do you consider receiving this correspondence for this property and the fact that they've noted that it's your tenant would suggest you have an interest in it which should have been declared?

VD: Erm, once again, erm, I would have looked at it when I was doing my declaration of interest, erm, of no benefit to me whatsoever, erm, I wouldn't have considered that the mail comes to me because it's been coming to me for 14/15 years and it was just a matter of fact that, erm, no I, I wouldn't have considered it at the time. I mean like, once again, I've nothing to hide by, by declaring it...

EF: Okay.

VD: ... you know, this, I'd have declared all the other properties or most of the other properties, certainly all of the properties I think I have a vested interest in and, erm, the, the money goes direct to [REDACTED], end of.

EF: Okay, so for clarity you don't believe you have interest in this, in this property that should have been declared?

VD: No, no.

EF: No, okay, thank you. Erm, Louise do you have any questions before I move on?

LM: Er, just in, so I understand, so, so you're saying that you, you know, these properties are your wife's property, you don't receive any benefit from them and you've not declared them because you don't receive any benefit from them, so you've got, you've got nothing to hide, effectively I think that's what you're saying...

VD: Yeah, yeah, basically.

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LM: So, so, but why would you not put them on there...

VD: Well why would I? I mean it, it's like I say it's either way or not, you know, it's, there's nothing to hide by putting them on there. With hindsight, maybe I, I should have done. I've done it now, just for, just for, you know, matter of course but there's no, there's no benefit. I'm not, erm, trying to scam anybody or deceive anybody, it's just, erm...

LM: Did you ever seek any advice about what you should or should not declare about these things/

VD: I did, you know, I didn't put my, I don't think I would put my house, my home address on there because it's my, erm, my wife's, it's in my wife's name.

LM: Mhm.

VD: And I would have, I would have spoken to an officer and I, I can't recall which officer or when it was and said, look, these, these interests are my wife's, do you I need, do you, do you have any gain from it, and I'm like, well I don't other than my wife buys me a drink now and again. So no, you know I, I didn't and once again there was absolutely nothing to, nothing to be concerned about by putting it on or not putting it on, either way it takes two minutes to write it down, you know, so...

EF: Yeah, so, sorry, just so I'm clear then, did you say you did or didn't seek advice about it or...?

VD: I did seek advice, yeah, yeah, I spoke to, erm, one of the officers, look do I need to put my wife, you know, my home, and they said well it's your house, no.

LM: Do you remember who that was?

VD: no, I don't, sorry, no, you know...

LM: How would you have sought that advice?

VD: Oh we'd have been talking, generally talking in one of the original, when, when we first became councillors, you know?

EF: Okay, just to confirm this, I don't need a copy of this, because this what we've got on page 206, just for the record of the interview obviously, page 206 shows that the letter is addressed to yourself, the bank account is your wife's...

VD: Yeah.

EF: ... but it's written as though the tenant is your tenant because it's written to you, directly to you, and it says the housing benefit order for your tenant and their name, okay? Just for clarity?

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VD: But there, there, maybe it's not me that's made a mistake there, maybe it's the, it's the council, maybe they should be saying, erm, Mrs Driscoll's tenant, you know they're, they're saying it's my tenant, I haven't told them it's my tenant, you know?

EF: Okay, so if you received a letter which wasn't, if you're saying it's wrong, why would you not, why did you not notify the council that their records were wrong.

VD: I didn't think it was worth, needed to, okay.

EF: Okay, so you didn't think it mattered that it was in your name?

VD: No, it, it didn't matter, you know, and it only matters now because we're sitting here, you know, it didn't matter, it hasn't mattered for 15, 18 years however long we've had the house, you know...

EF: Okay.

VD: ... property, sorry, yeah. You don't need that, do you?

EF: No, we've got, that's what we've got on page 26, thank you. Erm, okay, in your meeting with, erm, Debbie Miles, erm, she's mentioned that in her witness statement which is on page 153 I believe. She mentions that you confirmed to her that you had not kept your register of interests up to date, erm, is this correct?

VD: Well it was only when she, she pointed out these discrepancies, and then obviously, yeah, I hadn't, you know, if they're, if they're supposed to be on there then obviously I hadn't kept my, erm, er...

EF: So you, you confirmed that you hadn't kept it up to date. Okay, thank you. Erm, do you consider that failing to keep the register of interest up to date is suggestive of a breach of the code?

VD: Well no, because I didn't feel, I didn't feel I hadn't kept it up to date. I thought it was only when Debbie Miles pointed these things out and said, you know, you've got this, this and this.

EF: Okay.

VD: You know, erm...

EF: Yes.

VD: ... the lease, the, erm, land registry entries suggesting, it was only then that I realised that, erm, I had, or I hadn't done as she would have wanted me to.

EF: Okay.

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VD: I didn't think I'd done anything wrong.

EF: Yes. So you've put it on your register of interest one of the properties has been added now, hasn't it for your, erm, 2022 register of interest, so you accept that there is an interest that needs to be declared, because obviously you have declared it, is that correct?

VD: Erm, only because it's in my wife's name and I just thought put them all down.

EF: Okay.

GJ: This, this is a consequence of the advice that you received...

VD: Yeah.

GJ: ... and it was a consequence of the interview?

VD: Yeah, the interview suggested that I hadn't done it properly, so I just put them all on.

EF: Okay, thank you. Erm, Louise, before I move on, anything?

LM: No, I'm good thank you [laughs].

EF: Okay, erm, as we've discussed quite a few times, obviously as part of the council's investigation, erm, you were, erm, interviewed, erm, so on page 269 of the evidence file... There's, erm, a statement from Joan Davis who is the Deputy Head of the Regional Internal Audit Service and Audit Manager.

VD: Mhm.

EF: Erm, in her statement she notes that, erm, the IO who interviewed you found that you were ill prepared and had little acceptance of any issues that were raised. Do you consider that this is accurate?

GJ: What, sorry, where's...

VD: Where's this?

GJ: Where's that and...

EF: Erm, I'll find the specific paragraph...

GJ: I think, erm,

EF: Paragraph 9, the last paragraph.

VD: Oh yeah [pause]... Well I was, I was totally unprepared.

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EF: Okay.

VD: You know, it, it was, it was something that was thrown at me out of the blue, these questions, you know, were fired at me, that I was sitting in an office with, erm [sighs], one of the, one of the, erm, audit chaps who was trying to intimidate me. I thought, I thought it was appalling actually.

EF: Okay.

VD: Erm, he just sat, he sat closer than you are now...

EF: Yeah.

VD: ... just staring at me.

EF: Okay, yeah.

VD: For the whole length, I think he asked one question...

EF: Yeah.

VD: ... that he already knew the answer for.

EF: Right.

VD: And Debbie Miles sort of sat over there and asked the questions.

EF: Yeah.

VD: Erm, there was no interaction, it was a question, question, answer. You know, there was no, erm, follow on from the question like you're doing now. You'd ask me the question and give me the answer...

EF: Yes, yeah.

VD: ... they'd come back and, there was none of that. It was just bang, bang, bang. He sat there staring at me, erm, yeah, I was totally ill-prepared, I just wanted to get out of there.

EF: Okay, yeah.

GJ: Can I make an observation, this interview's being conducted properly. I don't regard, and this is, hence my comments earlier which I wouldn't normally make in the course of an enquiry, but it is quite clear that, er, Councillor Driscoll was prejudiced by attendance to the interview, by the fact that he wasn't given the grounds, the detail of the grounds that were put to him. It was totally inappropriate that that should have happened.

EF: Okay, thank you. Erm, so, considering, now reflecting and hindsight, I suppose, on reflection of the issues that we've discussed today, do you

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consider that any of your conduct may have amounted to a breach of the Code?

VD: Erm, can you be more specific, because we've asked lots of questions and...

EF: So any of it, do you, do you consider at all, erm, in, in response to the allegations of your, your conduct, that any of your conduct that we've discussed today may have amounted to a breach of the code?

VD: Er, with hindsight, erm, failing to put some of the, the properties on...

EF: Okay.

VD: ... erm, unintentionally, there was no benefit or gain, the, the sending an email on my council, erm, laptop I think is debatable.

EF: Okay.

VD: Erm, you know, because I, I still feel that's council, council business, stopping someone being, you know, stopping the council being defrauded by £25,000...

EF: Okay.

VD: ... you know, erm, what else, anything else...

EF: I think that's covered most of the, the things we've gone through actually, erm, so again hindsight, reflecting back do you think you could have handled any of the matters that have been raised differently?

VD: Erm, yeah I would have, looking in hindsight I would have put the, the properties on there, whether they, whether I've got an interest in them or not.

EF: Okay.

VD: Just to, just to save, you know, any future problems, you know? Erm, but at the time I didn't think I needed to.

EF: Okay.

VD: I acted in good faith, there is nothing to benefit, there's nothing for me to benefit...

EF: Yes.

VD: ... by not putting them on there.

EF: [Coughs] excuse me, sorry.

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VD: Erm...

EF: Okay, thank you, Councillor Driscoll, Louise, anything to add?

LM: Erm, no I don't think so.

EF: Okay, erm, so I haven't got any fur-, any further questions but I just want to check if there's anything further you wish to add about the complaint that's been made against you?

VD: Erm, the, the, it, it's... I'd like to take umbrage with the council over, erm, an email I sent to them back in 2018, notifying them, erm, because all, all this has come from basically the council suddenly realising that there was all these grant applications coming from 50 Holton Road.

EF: Okay.

VD: No they were, every, every application that went in was legi-legitimate.

EF: Okay.

VD: People were in the property but the counc-, in 2018, way before, erm, anything to do with pandemic or grants, you could never... I, I sent an email to, er, David Seel from the council and the council, the email trail's in here...

EF: Okay.

VD: ... telling him we had six tenants on the top floor offices. He failed to act on that.

EF: Okay.

VD: That's what cost those tenants on that top floor grants,

EF: Okay.

VD: They, they've blamed, they've blamed me in, in all of this that, that my actions resulted in these people not getting grants. That's not true, if they'd, if they had acted, if David Seel had acted on that information, and he act, he did act, right? But he put the whole top floor in one person's name, erm...

EF: Okay.

VD: Bradley Advertise, and that is all stem-, it's all stemmed from there. If he'd done his job properly and registered those five or six offices, they would have got their grants, they would have been happy and there would have been no problems.

EF: Okay.

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VD: And that, in my eyes is the fundamental start of all this problem.

EF: Okay.

VD: And then, after that then the Code of Conduct, you know, and that...

EF: Yes, okay, thank you. Erm...

GJ: I, I think, er, this is the, is that the...?

VD: That's it, yeah, it's right at the start.

GJ: Right at the start.

VD: March 16th.

GJ: March 16th, 2018.

EF: Do you have a page number [laughs]...

GJ: You see, this is the problem [laughs].

VD: And also, the application, the application, the grants, the grants application is quite, erm, as I said ambiguous earlier and then, erm, on my application I did put I'm not in occupation of the office, of the building 50c. When I put no, they said are you in occupation and I said no on the application form.

EF: Okay.

GJ: It's in... It's in fact just before the questionnaire to the Welsh, because there's no index unfortunately for this.

EF: Okay, I think I, I've obviously gone through it but there's so much paper [laughs], I'll find it later, that's fine.

VD: Yeah, I mean I'd like you to look at it actually because...

EF: Obviously, everything's being considered but I just wanted to know the page number for what you specifically reference just to make sure I've got the same...

VD: Yeah.

EF: ... I'm looking to the same, to the same email, if that makes sense, because obviously there's so much correspondence in here.

LM: It's an email to David Seel?

VD: David Seel, yeah, on March, 16th or 18th March 2018.

LM: 2018, and Seel is spelt S-E-A...

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GJ: No, S-E-E-L.

LM: S...

EF: Well we'll be able to find it from that, that's fine.

VD: Yeah.

EF: Just to confirm, we are talking about the same one.

GJ: Getting to it, and I think, I think in fact... Oh, it's page 30.

EF: Oh, I'm right there [laughs].

VD: Despite many requests for further information on that I never, it never received any satisfactory answers.

EF: Okay, thank you, it's page 30.

VD: Do you want these, do you want to keep these leases?

EF: Erm, I don't think I need a copy of them because the, I mean it relates to the evidence that you're saying the other lease doesn't exist, doesn't it?

VD: Yeah.

EF: But I think that's enough, I don't need to see the old one if that makes sense, just your evidence that you're saying the other one is, is false.

VD: Also the fact that he was paying rent, he was almost 18 weeks behind.

EF: Okay.

VD: You know, the, the council office, in [unclear 01:25:33] in whatever statement they make a big thing about I'm receiving £100 rent twice over in April and yet it should have been £1400 so it doesn't really constitute a payment of rent.

EF: Okay, thank you. Erm, as I said I've got no further questions, is there anything else you want to add at all about any of the allegations that have been made...? No?

VD: No, I don't think so.

EF: Okay, lovely, thank you.

GJ: Can I just say on behalf on Councillor Driscoll, er, he's cooperated as far as he possibly can with the local authority, he's been offered a greater level of, erm, information in the course of this interview than he was offered by the local authority. He's acted in good faith throughout and not with

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prejudice of either the council or any member of the community or for gain by himself, any breach if there are breaches would be no more than technical and not in any way self-serving.

EF: Okay.

GJ: That's our position.

EF: Okay, thank you. Erm, can I just check that you've kind of covered it, but just for the record that you are content you've had a fair opportunity today to cover everything that you want to say about the subject of the complaint made against you?

VD: Yeah.

EF: Lovely, thank you.

GJ: At this point you dread somebody saying no?

EF: [Laughs], erm, so that will conclude the interview, other than a few administrative tasks, I'll need to send the discs away to be transcribed, once I've got that back I'll send you a copy of the transcript and if you want a copy of the CD we can also arrange for that to happen, erm, what we'll need to do next is consider whether this, erm, completes the investigation or whether any further evidence is required and then once I'm satisfied that the investigation is completed, it will be considered in detail and a finding made. What I would like to say at this point is you've referenced a couple of documents you're going to look for.

VD: Yeah.

EF: So if you could provide me with them, as soon as possible, really, of any of the ones you've mentioned today, so we've got them to be considered as part of the evidence, okay?

VD: Mhm.

EF: Erm, then I just want to explain what can happen. So, if we do conclude there is evidence of a breach of the Code, the Ombudsman has the option to determine that no action is required or she can make a referral to either the Standards Committee of the local authority or the Adjudication Panel for Wales. If she does make a referral then a draft report will be produced which will be shared with you, for you, erm, comments, erm...

VD: Okay.

EF: ... where you can comment on the analysis and the findings proposed.

VD: Mhm.

Case Reference:



Councillor's Name: Vincent Driscoll

EF: If she concludes there is no evidence of a breach of the Code, erm, then a report will bring the end to a matter, okay? I just need to remind you in closing the interview that we do conduct our investigations in private, so I'll just ask you not to discuss the evidence received or that you have shared with me today with anybody other than your representative or legal advisor. This extends to the transcript and any draft report which may be issued to you also. It's obviously particularly important not to discuss the matter to anybody, erm, who may be involved or a witness and you should be aware that any such disclosure or interference may amount to a breach of the code, okay.

VD: Yeah.

EF: Just before I switch off the recording device there are some admin tasks and paperwork that I need to complete once the machine is switched off. I'll be asking you to choose one of the CDs to be sealed up and one to be kept as the working copy. Once that's sealed up I'll need to get you to sign the seal and I'll give you some paperwork to sign, erm, and just to confirm obviously once the recording machine is turned off, we're not able to have any further discuss with you about the case without recommending, erm, a new recorder with a fresh CD. Okay?

VD: Yeah. Yeah.

EF: Thank you, so, erm, if that is everything and there's nothing else you want to add?

VD: No.

EF: Okay, thank you both, the time is...

GJ: Oh, actually, something just occurred to me.

EF: Yes.

GJ: The statement from Mr Tooby...

EF: Yes.

GJ: And he, he makes a finding as to what he, his interpretation was, it's interesting to note that that statement is dated for January 2023.

EF: January, yes.

GJ: Yes, so therefore, er, it suggests to me that...

EF: Yes.

Case Reference:



Councillor's Name: Vincent Driscoll

GJ: ... that is a statement as an afterthought, as a consequence of enquiries that may have been made after the interview with Councillor Driscoll. I'm concerned about the timescale on that.

EF: That's fine, okay, we'll take those comments on board. Erm, thank you. So that is, that is, if that is everything [laughs], erm, we will conclude the interview at 12:25pm and I can turn off the machine.

LM: Okay, that's great.

EF: Thank you.

GJ: This is standard procedure now, just to seal it. Yeah.

I have read and agree the above as mine.

The answers I have given are true and accurate to the best of my knowledge and belief.

Signed:

Date:

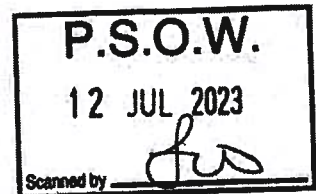
Case Reference:

DAVIDjONES Solicitors Cyfreithwyr

Date/Dyddiad: 11th March 2020
Our Ref/Ein Cyf: DM.DW.CL.L11339
Your Ref/Eich Cyf:

Mr V Driscoll
Fresh Bacon Company Ltd
7-8 Raleigh Walk
Brigantine Place
CARDIFF
CF10 4LN

12 MAR 2020



Dear Sir

**RE: OUR CLIENT - LCMI TRUST
LANDLORD - FRESH BACON COMPANY LIMITED
PROPERTY - 50C HOLTON ROAD BARRY**

We are instructed by our above client.

We have had sight of correspondence passing between yourselves and our client.

As you know, the Lease here (dated 6th March 2018) was negotiated and signed by Mr Clive Bate on behalf of the Charity. We understand Mr Bate is also a tenant of office premises owned by the Landlord.

We are also aware the premises have never been occupied by our client and they do not even have a key. We understand that you have asked the Charity to agree to surrender the Lease so that the premises can be re-let. Our client has confirmed their agreement but nothing further has transpired.

We understand there is a prospective tenant who our client only knows as "Rachel". The Estate Agents advise that lots of interest has been shown in the property and that they could have re-let the premises last November. They refer to you "not co-operating".

We understand that our clients last payment in respect of rent was in January this year. We have advised them not to make any further payment.

Despite the fact the Lease permits the tenant to assign or sub-let they have not taken any action in that regard in view of your offer to surrender. However,

Directors/Cyfarwyddwyr:
Rt. Hon David I. Jones
Dylan R. Moore
Eleri Jones

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APPENDIX 17

progression of the condition demonstrated a failure to adhere to the principle that there should be equality of opportunity for all people, regardless of disability. Through his actions, it was clear that the member's view was that the officer should not be employed in his role due to his disability. The Panel found the member was in breach of paragraph 4(a) (equality of opportunity) of the Code.

Treating others with respect and consideration

See paragraph 4(b)

Political comments can attract Article 10 rights

2.7 When undertaking your role as a member, you must show respect and consideration for others. I expect members to afford the public colleagues, opponents and officers the same courtesy and consideration they show to others in their everyday lives. This does not mean you cannot participate in robust debate with political opponents, but it must be measured.

2.8 Article 10 of the (ECHR) provides a right to freedom of expression and information, subject to certain restrictions. Freedom of expression is a right which applies to all information and ideas, not just those that are found favourable. However, it is a right that may be restricted in certain circumstances, for example, for the protection of the rights and interests of others.

2.9 Your freedom of expression as an elected member attracts enhanced protection when comments you make are political in nature. Therefore, the criticism of opposition ideas and opinion is considered to be part of democratic debate, and it is unlikely that such comments would ever be considered to be a breach of the Code.

2.10 "Political" comments are not confined to those made within a council chamber and, for example, include comments members may generally make on their authority's policies or about their political opponents. Therefore, unless the comments are highly offensive or outrageous, it is unlikely that I will investigate a complaint about comments made in this context and I will take the view that the offended member needs a "thicker skin", as has been stipulated by the High Court.

- 2.11 I may also decline to investigate a complaint where the member has raised “political” issues with officers. This would not, however, include threats to an officer’s position or wellbeing. Recent case law has confirmed that council officers should be protected from unwarranted comments that may have an adverse effect on good administration and states that it is in the public interest that officers are not subject to unwarranted comments that disable them from carrying out their duties or undermine public confidence in the administration. That said, officers who are in more senior positions, for example Chief Executives or Heads of Services, will also be expected to have a greater degree of robustness.
- 2.12 Whilst I recognise that political debate can, at times, become heated, the right to freedom of expression should not be used as an excuse for poor conduct generally. Such poor conduct can only discredit the role of members in the eyes of the public.
- 2.13 When considering such complaints, I will take into account the specific circumstances of the case; whether, in my view, the member was entitled to question the officer concerned, whether there was an attempt to intimidate or undermine the officer and the content and context of what has been said.

Example 7

The Chair of a Community Council was found by a Standards Committee to have sent a number of emails containing inappropriate critical comments to another member of the Council. Two of the emails, including one which contained disparaging comments about the member’s shower habits, were copied to other members of the Council. One email confirmed that the Chair had instructed the Clerk not to accept further emails from the member, because of his “sarcastic and belligerent remarks”, until the member “had learned how to behave and conduct [himself] in a correct manner befitting a councillor.” An email critical of the member was also sent by the Chair to a member of the public. The Standards Committee found the emails amounted to a failure to show respect and consideration to the other member, in breach of paragraph 4(b) of the Code, and had brought the Council into disrepute in breach of paragraph 6(1)(a).

An Appeal Tribunal of the Adjudication Panel for Wales found that two of the emails had been sent by the Chair in a personal rather than official capacity. The Tribunal considered all of the emails contained an attack, in some form or other, on the rights and reputation of the other member. However, the Tribunal found despite being confrontational, the comments were not abusive and were in the main political in nature and attracted the enhanced protection of Article 10 of the ECHR. The Tribunal found that the email about the member's shower habits was intended to make light of the situation and had not been sent maliciously, although it acknowledged the member may have perceived it as such. The Tribunal also found that the ban on the member communicating with the Clerk was a genuine attempt to protect the Clerk from inappropriate emails by the member. The Standards Committee's decision was overturned and the sanction rescinded.

Example 8

A member of a Town Council wrote a letter to a Deputy Minister of the then Welsh Assembly Government about an employee of a County Council, which he also copied to the Council. In the letter, the member questioned the employee's competence and motivation and he made a number of comments of a disparaging and personal nature about the employee and his associates. He raised the issue of homosexuality and referred to it as a "notorious disability" and that "homosexuality is only a demon which can be driven out". The member was referred to the Adjudication Panel for Wales.

The Panel found that the member had breached paragraph 4(b) in that he had failed to show respect and consideration for others. It also found that his conduct had brought the office of member into disrepute in breach of paragraph 6(1)(a) of the Code.

Example 9

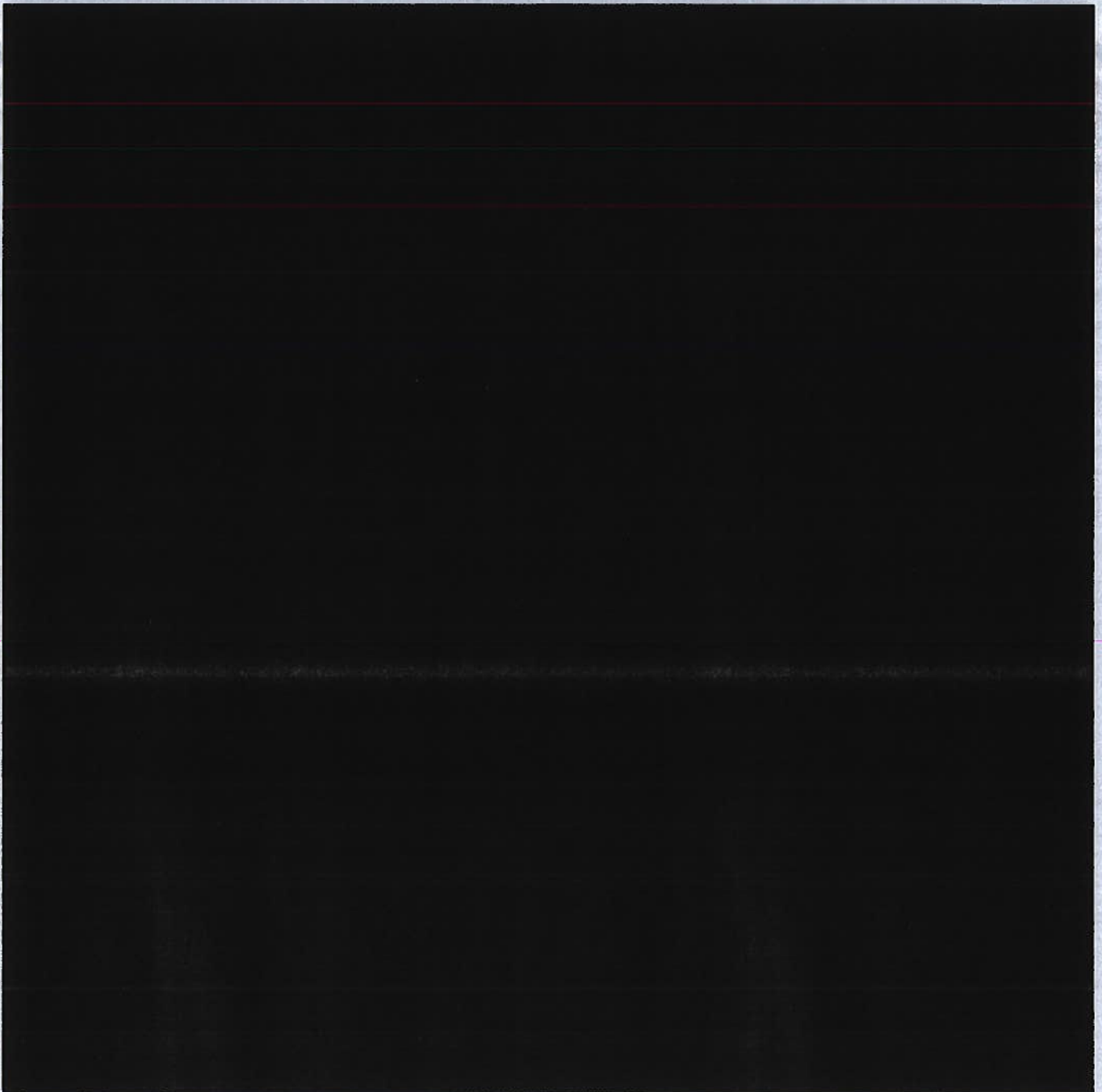
A member of a County Council accompanied a constituent to support her at a hearing in the County Court of an application to suspend a warrant for possession of her rented council property, sought by the member's Council. The application was dismissed. A number of the Council's officers attended the hearing, including the Finance Team Manager. Following the hearing,

the member made comments in front of the officers and his constituent which, the Adjudication Panel found, amounted to a threat against the continued employment of one of the officers. The Panel noted there was a significant power differential between the officer, who was of a rank considerably more junior than a Director, and the member concerned as her quasi-employer. The Panel considered the member's right to freedom of expression did not outweigh the officer's right not to be subjected to unwarranted comments, or the public interest in officers being able to carry out their duties. The Panel found that the member's conduct was intended to upset the officer and cause her to fear for her job in the future and, as such, amounted to a breach of paragraph 4(b). The Tribunal also found the member's conduct amounted to bullying of the officer concerned in breach of paragraph 4(c).

Example 10

At a meeting purportedly arranged to discuss Cabinet matters, the Leader of a County Borough Council instead took the opportunity to challenge the performance of the Council's Chief Executive. He did this in front of another member of the Council and members of the Council's management team, who were subordinate to the Chief Executive. The Adjudication Panel noted the Leader made no attempt to abide by the Council's protocol covering member / officer relations. He did not give the Chief Executive any indication prior to the meeting that he intended to raise performance issues. The Panel concluded that the Leader's conduct towards the Chief Executive was inappropriate and hectoring and amounted to a failure to show respect and consideration, in breach of paragraph 4(b) of the Code).

[REDACTED]



Compromising the impartiality of officers of the authority
See paragraph 4(d)

Respect the impartiality of officers

2.20 You must not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, your authority. You should not approach anyone who works for, or on behalf of, the authority with a view to pressurising them to carry out their duties in a biased or partisan way. They

must be neutral and should not be coerced or persuaded to act in a way that would undermine their neutrality. For example, you should not ask officers to help you prepare party political material, or to help you with matters relating to your private business. You should not provide or offer any incentive or reward in return for acting in a particular way or reaching a particular decision or threaten someone if they are not minded to act in a particular way. As well as avoiding pressurising officers in person, you need to avoid doing so in writing, using electronic media or in the press.

2.21 Although you can robustly question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

2.22 If a member develops a close personal relationship with an officer, this becomes a personal and possibly a prejudicial interest under the Code. I would encourage you to adhere to any protocol developed by your authority that deals with relationships between members and officers.

Example 13

The son and daughter-in-law of a member of a County Borough Council were neighbours of a family who were tenants of the Council. Complaints had been made about the family's conduct. The member contacted officers of the Council regarding the family's occupancy of the council property and its impact on his son's family on a number of occasions, sometimes outside office hours. The calls were made in his role as an elected member and he had direct access to officials because he was a member. He received a warning from the Deputy Monitoring Officer as to his conduct, which emphasised the powerful position elected members occupy when dealing with members of staff.

Despite this he continued to contact officers about the matter, including requesting an officer to visit his family "there and then" and accusing an officer of "tipping off" the family being complained about that noise monitoring equipment was being installed.

The Adjudication Panel for Wales found that the conduct of the member was a persistent course of conduct over a period of 6 months, intended to bring undue pressure upon council officers. It found that, through his actions, he had sought to compromise the impartiality of officers of the Council. It also found that the member had failed to show respect and consideration for others and that his actions amounted to harassment and he had used his position improperly to promote the interests of his own family. Given the accumulative nature of his dealings with officers and his making a false allegation that an officer had “tipped off” the family, he had also brought the office of member into disrepute.

Example 14

A member of a County Borough Council who had previously raised concerns with the Council's Chief Executive, telephoned his (the Chief Executive's) Personal Assistant and put her under pressure to persuade the Chief Executive to take a particular course of action. The member also pressed the Personal Assistant to access the Chief Executive's emails without his express instruction. The member told the Personal Assistant that if she did not do what he asked, the Local Education Authority might be “called in”. The Adjudication Panel found that the member had gone beyond making a request to the Personal Assistant, due to the vehemence in which he had made his demands, combined with the veiled threat that if the Personal Assistant did not take the action that he required, the Local Education Authority would be “called in”. The Panel found the member had attempted to compromise the impartiality of the Personal Assistant in breach of paragraph 4(d).

Disrepute

See paragraph 6(1)(a)

Any conduct unbecoming of a member can constitute disrepute

2.31 You must not behave in a way which could reasonably be regarded as bringing your office or authority into disrepute at any time. As a member, your actions and behaviour are subject to greater scrutiny than those of ordinary members of the public. You should be aware that your actions in both your public and private life might have an adverse impact on the public perception of your office as a member, or your authority as a whole. You should also ensure that you do not engage in any behaviour that may prejudice an investigation undertaken by me or your Monitoring Officer, as this may also constitute disrepute (see also paragraph 6(2)).

2.32 When considering whether a member's conduct is indicative of bringing their office or their authority into disrepute, I will consider their actions from the viewpoint of a reasonable member of the public. It is likely that the actions of those members in more senior positions, such as the Leader, an Executive Member or Committee Chair, will attract higher public expectations and greater scrutiny than ordinary members. It is more likely, therefore, that inappropriate behaviour by such members will damage public confidence and be seen as bringing both their office and their authority into disrepute. This does not mean that inappropriate behaviour by ordinary members can never bring their authority into disrepute.

- 2.33 Dishonest and deceitful behaviour will bring your authority into disrepute, as may conduct which results in a criminal conviction, especially if it involves dishonest, threatening or violent behaviour, even if the behaviour happens in your private life.**
- 2.34 Whilst you have the right to freedom of expression, this is not unrestricted and making unfair or inaccurate criticism of your authority in a public arena might be regarded as bringing your authority into disrepute. Similarly, inappropriate emails or careless or irresponsible use of social media might bring the office of member into disrepute, bearing in mind the community leadership role of members. Cases considered by the Adjudication Panel have shown that such behaviour will often be viewed as a serious breach of the Code.**
- 2.35 You must also conduct yourself in an appropriate manner with others within the confines of your authority's building, regardless of whether your conduct is likely to be in the public domain.**

Example 18


A Community Councillor attempted to obtain a discount on a private purchase from a shop by saying it was being bought on behalf of the Community Council. When his request for a discount was refused, he was abusive to the proprietor and two members of her staff and made threats against the business. The Adjudication Panel found that the member attempted to gain an improper advantage for himself, by misrepresenting the purchase as being on behalf of the Council, and his abusive behaviour towards the staff had brought the office of member into disrepute.

Example 19

Whilst acting in a private capacity, a member of a County Borough Council received a criminal conviction for common assault as a consequence of the unsolicited touching of the leg of a female, which caused her distress. The Adjudication Panel heard that the member accepted that his behaviour was unacceptable and had pleaded guilty to the offence in the Courts. The

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Panel found that the conviction and negative publicity that surrounded the case had brought the member's office into disrepute, in breach of paragraph 6(1)(a) of the Code



Using your position improperly
See paragraph 7(a)

**Do not use your public
office for personal gain**

2.52 You must not use, or attempt to use, your position as a member improperly to the advantage or disadvantage of yourself or any other person.⁸ This paragraph applies at all times and not just when you are carrying out your duties as a member. You should not use, or attempt to use, your public office either for your or anybody else's personal gain or loss. For example, your behaviour would be improper if you sought to further your own private interests through your position as a member. This also applies if you use your office to improve your wellbeing at the expense of others.

2.53 Members who own land, or whose close personal associates own land, need to be particularly cautious where planning matters are concerned. If you are in any doubt, you should take advice. This applies equally to members of community councils when your Council is consulted on planning matters. Similarly, while it is reasonable to expect members to help constituents apply to the Council, for example, for housing, it is quite inappropriate to seek to influence the decision to be taken by the officers.

2.54 The provisions of the Bribery Act 2010 apply to members carrying out their public functions. Should a member be convicted of a criminal offence under this Act, then it is likely that they will also have used their position improperly (in breach of paragraph 7(a)) and be likely to have brought the office of member or their authority into disrepute in breach of paragraph 6(1)(a). If any complaint which is made to me concerns conduct which may amount to a criminal offence then I am likely to refer the matter to the police.

⁸ In legislation, the use of 'person' includes a body of persons corporate or unincorporated – see Schedule 1, Interpretation Act 1978; and Schedule 1, Legislation (Wales) Act 2019 (for Welsh legislation made on or after 1 January 2020).

Example 23

A member of a County Council had requested that land in his ownership in Village A be included as suitable for development in the Council's Local Development Plan (LDP). When the Council was considering suitable settlement areas for inclusion in the LDP, officers recommended that land in the neighbouring village (Village B) be included in the draft plan instead. Despite having received very clear advice from the Council's Monitoring Officer on his prejudicial interest, the member emailed the Council's planning policy officer and outlined a number of arguments which he claimed favoured the inclusion of his land in Village A as opposed to the land in Village B. At the relevant time the draft plan had been disclosed to members of the Council on a confidential basis and had not been disclosed publicly.

The Adjudication Panel found that, by sending the email, the member had breached paragraph 7(a) of the Code by attempting to use his position improperly for his own advantage. At the hearing, he sought to apportion blame on the Council's Monitoring Officer for failing to advise and train him properly on the Code, when this clearly was not the case. His actions also brought his office and the Council into disrepute..

Example 24

A member of a National Park Authority being investigated by my office for alleged inappropriate behaviour towards another member, spoke with the Chair of the Authority in an attempt to have the matter dealt with through a roundtable discussion of the parties involved. The member threatened to disclose information publicly about the complainant if the complaint to my office was pursued and went against him. The Adjudication Panel found that this amounted to an attempt by the member to use his position improperly in order to avoid a potential disadvantage, as well as breaches of paragraphs 4(b) (respect and consideration) and 6(1)(a) (disrepute) of the Code.

Example 25

A member of a County Borough Council made representations to council officers on behalf of a constituent about matters relating to the purchase by the constituent of a parcel of Council-owned land through a tender process. This included the removal of a restrictive covenant which rendered the land of little value to the constituent given his intention to develop it. The member volunteered in evidence before the Council's Standards Committee that his involvement was a possible way of mitigating legal costs for his constituent. Throughout his involvement, the member failed to disclose that he had a close personal association with the constituent, who he had known for 40 years and regarded as a close personal friend who he saw almost daily. The Standards Committee found that the member had breached paragraph 7(a) (and other paragraphs) of the Code in that through his interventions he had sought to use his position improperly to confer an advantage upon and avoid a disadvantage for his friend. This would potentially create a disadvantage for any member of the public who might wish to express an interest in the land had it been on the open market (as the absence of the restriction would have required), especially the lower bidder in the original tender process..

Using the authority's resources

See sub-paragraphs 7(b)(i) – (iv)

Only use resources for lawful
and permitted purposes

2.55 You must only use or authorise the use of the resources of the authority in accordance with its requirements and the law. These sub-paragraphs also apply at all times. Where your authority provides you with resources (for example telephone, computer and other IT facilities, transport or support from officers), you must only use these resources or employees for carrying out your local authority business and any other activity which your authority has authorised you to use them for.

2.56 You must be familiar with the rules applying to the use of these resources made by your authority. Failure to comply with your authority's rules is likely to amount to a breach of the Code. If you authorise someone (for example a member of your family) to use your authority's resources, you must take care to ensure that this is allowed by your authority's rules.

Using resources for proper purposes only
See sub-paragraphs 7(b)(v) and (vi)

**Do not use resources for
private or political purposes**

- 2.57 You must make sure you use the authority's resources for proper purposes only. These sub-paragraphs apply at all times.** It is not appropriate to use, or authorise others to use, the resources for private or political purposes, including party political purposes. When using the authority's resources, you must have regard, if applicable, to any guidance issued by your authority, for example, your authority's Information Security Policy.
- 2.58 You should never use authority resources for purely political purposes, including designing and distributing party political material produced for publicity purposes. However, your authority may authorise you to use its resources and facilities for political purposes in connection with your authority's business, for example, holding meetings of your political group. In this case, you must be aware of the limitations placed upon such use for these purposes. Members should also have regard to the fact that periods leading up to local government elections are particularly sensitive in this regard. Using your authority's resources outside of these limitations is likely to amount to a breach of the Code. Some authorities will permit members to use authority-supplied IT equipment such as laptops for ancillary use. Provided that such usage is in line with the authority's requirements, there would not be a breach, but sending mass emails as part of an election campaign, for example, would not be appropriate.**
- 2.59 Where, however, there is no policy or the policy is silent you may not use these resources for any political or private purposes.**

Example 26

A member of a County Council was found in breach of the Code for making improper use of his council-issued computer equipment for private purposes by downloading adult pornographic images and sending a number of letters to a local newspaper, which he falsely represented as being from members of the public. The Adjudication Panel found that the member had misused the Council's equipment in breach of the Code and had brought the office of member into disrepute.

4 Registration of Personal Interests

See paragraph 15

Key points

**You must register
personal interests**


- 4.1** All members of relevant authorities have to provide a record of their personal interests in a public register of interests. If you are a member of a county or county borough council, fire authority or national park authority, you must tell your Monitoring Officer in writing within 28 days of taking office, or within 28 days of any new interest or change to your previously registered interests, of any interests which fall within the categories set out in paragraph 10(2)(a) of the Code, outlined below. The requirement to register such interests “up front” does not apply to a member of a community council. However, they must register such interests if they are required to disclose them when conducting the business of their council.
- 4.2** You must also register any personal interest which you disclose for the first time under paragraph 11 of the Code, for example at a meeting or in written or oral representations, by giving written notice to your authority’s Monitoring Officer. As indicated in the guidance on paragraph 11 of the Code, your authority’s Monitoring Officer will have arrangements in place for this.

- 4.3** The register is a document that can be consulted when (or before) an issue arises, and so allows others to know what interests you have, and whether they might give rise to a possible conflict of interest.
- 4.4** The register also protects you. You are responsible for deciding whether you should declare an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be declared by you or other members, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.
- 4.5** The categories of personal interest set out in paragraph 10(2)(a) of the Code that you must register include a description of:
- your job(s) or business(es)
 - the name of your employer or people who have appointed you to work for them
 - the name of any person who has made a payment to you in respect of your election or expenses you have incurred in carrying out your duties
 - the name of any person, company or other body which has a place of business or land in the authority's area, and in which you have a shareholding of more than £25,000 (nominal value) or have a stake of more than 1/100th of the share capital of the company
 - any contracts between the authority and yourself, your firm (if you are a partner) or a company (if you are a paid director or if you have a shareholding as described above) including any lease, licence from the authority and any contracts for goods, services or works. Where the contract relates to use of land or a property, the land must be identified on the register
 - any land and property in the authority's area in which you have a beneficial interest (or a licence to occupy for more than 28 days) including, but not limited to, the land and house you live in and any allotments you own or use

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- any other bodies to which you were elected, appointed or nominated by the authority
- your membership or position of control or management in:
 - any bodies exercising functions of a public nature (described above), or directed to charitable purposes, or whose principal purposes include the influence of public opinion or policy, including any political party or trade union
 - any private club, society or association operating within your authority's area

When you are completing your Register of Interests your Monitoring Officer will be able to assist you on how best to describe your interests. The description must be clear enough to maintain openness and public confidence in any business of the Council you may influence or decisions you take on behalf of the Council, whilst also protecting your personal information and safety. For example, when describing property which you own or rent which you live in, the description may include the street name or postcode in which your property is situated (as opposed to your full address).



APPENDIX 18

From: Garth James
To: Emily Fletcher
Subject: Re: Complaint made to the Ombudsman - 202200739 [REF/J7/wZ/GK/2P/]
Date: 04 January 2024 19:21:46
Attachments: ENC - MEM DRAFT S69 REPORT - 202200739.pdf

You don't often get email from g.james@gjch.co.uk. [Learn why this is important](#)

Dear Ms.Fletcher,

I refer to the draft report of the Ombudsman in relation to the complaint made against my client Councillor Driscoll.

My client has expressed both disappointment and concern that the evidence and facts have been interpreted in such a way as to suggest breaches of the Vale of Glamorgan Council's Code of Practice. He wishes to make it clear that he has always sought to operate within the parameters of the Code.

I am instructed, therefore, to say that he will reserve his right to comment further should the matter be referred to the Standards Committee of the Council.

Garth James.

Sent from my iPad

On 15 Dec 2023, at 15:46, Emily.Fletcher@ombudsman.wales wrote:

This message was sent from outside CJCH. Please do not click links or open attachments unless you recognise the source of this email and know the content is safe.

Dear Mr James

Our reference: 202200739

Email 2 of 3

Please find attached a copy of the draft report.

Yours Sincerely

Emily Fletcher
Swyddog Ymchwilio/Investigation Officer

Ffôn/Tel: 01656 641183

Ombwdsmon Gwasanaethau Cyhoeddus Cymru/ Public Services Ombudsman
for Wales

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Pencoed

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Hybu'r Gymraeg

Gallwch ysgrifennu atom yn Gymraeg a byddwn yn ymateb yn Gymraeg. Ni fydd hyn yn arwain at oedi cyn ymateb.

Welsh Language Promotion

You can write to us in Welsh and we will reply in Welsh. This will not lead to a delay in responding.

Sganiwyd y neges hon am bob feirws hysbys wrth iddi adael Ombwdsmon Gwasanaethau Cyhoeddus Cymru.

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VALE OF GLAMORGAN COUNCIL

- v -

COUNCILLOR VINCE DRISCOLL

**DEFENCE POSITION STATEMENT
SECTION 8 RESPONSES**

INTRODUCTION

1. Councillor Vince Driscoll is before the Standards Committee of the Vale of Glamorgan Council.

PREPARING FOR THE HEARING TO CONSIDER THE MEMBER'S REPRESENTATIONS.

Representations

2. Councillor Driscoll confirms that he wishes to make representations orally (8.1.2) and wishes to be represented by a barrister (8.1.4).

Disputed Facts

3. Councillor Driscoll disputes the following findings of fact made in the Ombudsman's Report:
 - a. The ombudsman found that emails sent by Councillor Driscoll about coronavirus business grants were not sent in the interests of Council business they were sent for the benefit of the Member and the Member's wife. This is disputed by Councillor Driscoll to the extent that:
 - i. The majority of the emails sent by Councillor Driscoll regarding Coronavirus Business Grants were sent from his personal email address. A small number were sent inadvertently from his Council email address. These did not represent a significant part of the communication regarding these grants and were not intended, nor could they reasonably be interpreted as, use of his elected position to gain advantage.

- ii. Councillor Driscoll sent several emails regarding inappropriate applications from other businesses to Phil Chappel. He felt he had a duty to report businesses that he believed were trying to obtain Council funds to which they were not entitled. As such a number of emails sent regarding the Coronavirus Business Grants were in the interests of Council business.
- b. The investigation found that the Member failed to include 2 properties on his Register of Interests.
 - i. Councillor Driscoll asserts that both of these properties (Unit 5 Biglis House and 3 Lombard Street) belong to his wife, Kim Driscoll.
 - ii. The property at 3 Lombard Street is a residential property and his wife receives all payments on this property directly. Mrs Driscoll is willing to give evidence on this and can submit her bank statements.
 - iii. Unit 5 Biglis house is a commercial property to which Mrs Driscoll is the owner of the freehold. She granted a 15 year lease to Fresh Bacon Co, a company of which both she and her husband are directors. Councillor Driscoll states that Fresh Bacon Co. ceased using the property in 2010 when it was leased to Vale Foods and he did not realise he still had a leasehold in place.
 - iv. He is given occasional authority to sign documentation on behalf of Mrs Driscoll with her approval.
 - v. For these reasons Councillor Driscoll did not believe that these interests needed to be registered on his register of interests.
 - vi. Councillor Driscoll has always registered his business interests and residential properties. He did not do so on this occasion as he did not believe there was a requirement as these were his wife's interests.
 - vii. He asserts that he does not stand to gain from this oversight and, once highlighted, immediately rectified this by placing these properties on the register of interests.

- c. The investigation found that the Member provided the Council with misleading information about the occupancy of a property he owned. The Ombudsman noted that the Council's internal audit report had found that the Member's misleading actions resulted in the rejection of another business' grant application.
 - i. Councillor Driscoll provided information that was correct at the time this was provided.
 - ii. The business (Vale Foods) that is alleged to have had a legitimate grant application rejected had in fact vacated the property as a result of flood damage in January or February 2020.
 - iii. The lease provided in evidence by Vale Foods was fraudulent. Councillor Driscoll on uses Law Society standard leases. The lease provided by Vale Food's did not match the leases used by Councillor Driscoll.
 - iv. Councillor Driscoll believes that this was done by Vale Foods in order to secure an insurance claim outstanding on the property. Vale foods had in fact obtained new premises in Cardiff.
- d. The Member provided contradictory information when applying for grant funding.
 - i. This related to Holton Road. This property had six commercial office properties on the first floor that were available for short term lease.
 - ii. Councillor Driscoll registered his business at Office 6, Holton Road. This office was used for administrative tasks and as a show office for new tenants.
 - iii. However, when the property was full this office was also leased.
 - iv. There was a high turnover of tenants at this property and as such Councillor Driscoll would use whichever office was unoccupied as his administrative office and as a show office.
 - v. Given the rate of turnover it was not practical to update his registered business address every time he switched office, as this

caused no issues and was convenient for payment of appropriate business rates and for correspondence.

- vi. There was no intention to mislead, and the information provided was accurate.
- e. The Ombudsman's investigation found that the failed to inform or update the Council in respect of the occupancy and therefore business rates liability for particular properties.
 - i. This relates to the baguette shop at 50C Holton Road.
 - ii. This was initially leased by a charity (LCMI) in 2018 for three years. However, LCMI ceased occupation within days of opening.
 - iii. As such the property was left empty for two years before Councillor Driscoll's son decided to try and set up a sandwich business in the property.
 - iv. This property then underwent renovation and before it could open was closed by the Covid Pandemic.
 - v. At the time of the grant application the business was not trading and had not been opened. As the business was not in operation Councillor Driscoll stated in his application that he was not in occupation of the property.
 - vi. As such the information provided was accurate and not a failure to inform or update the Council.

Evidence and witnesses.

- 4. Councillor Driscoll wishes to give oral evidence to the standards committee (8.1.5) and wishes to call the following relevant witnesses:
 - a. Kim Driscoll
- 5. It may also be beneficial were Mr Phil Chappel available to give evidence regarding his communications with Mr Driscoll about coronavirus grant application from ineligible businesses.

Documents to be withheld from the public

6. Councillor Driscoll recognises that it is in the public interest that this meeting takes place in public (8.1.7).
7. Councillor Driscoll requests that any documents evidencing his personal financial information and/ or the personal financial information of his wife (such as bank statements) be withheld from the public.

Other matters.

8. It is of note that the Ombudsman's report has sought to rely on a decision by the Welsh Government Fraud Office not to proceed with a prosecution.
9. The reason for this decision appears to be that the evidential stage of the Code for Crown Prosecutors has not been met, in that there is not a reasonable prospect of conviction.
10. It is of concern that the ombudsman's report relies on the opinion expressed by Mr Stephen Tooby on behalf of the Welsh Government. This opinion states that there was evidence of false representation.
11. This gives rise to concern as a decision has been taken not to proceed with a prosecution by the Welsh Government Fraud Office as the evidential stage of the Code for Crown Prosecutors was not met. The result of this is that the "evidence of false representation" was both inadequate to found criminal proceedings and has not been tested.
12. If the Standard's Committee intends to rely on this evidence, then it would be desirable for the full contents of the review carried out by the Welsh Government Fraud Office to be made available to Councillor Driscoll and his legal advisers, in order that instructions can be taken, and this can be challenged where appropriate.
13. Additionally, serious consideration should be given as to whether Mr Tooby should be required to give evidence relating to this in order that challenges can be put to him.
14. There is a significant risk of bias being created by this evidence, as it is submitted to the council by a respected investigatory body without being challenged and without any proceedings flowing from this evidence.

15. If it is not appropriate to introduce evidential safeguards, such as making the report available and requiring Mr Tooby to attend to give evidence then serious consideration should be given to excluding this evidence from the committee's considerations in order to maintain principles of natural justice.

Joseph Broadway

11/07/24

Barrister

Albion Chambers



Our ref: 202200739/EF/JW

Ask for: Emily Fletcher



01656 641183

Date: 23 July 2024



Emily.Fletcher
@ombudsman.wales

Ms Victoria Davidson
Deputy Monitoring Officer
Vale of Glamorgan Council

By Email Only

vdavidson@valeofglamorgan.gov.uk
KBowen@valeofglamorgan.gov.uk

Dear Ms Davidson

**Code of Conduct complaint made against Councillor Vincent Driscoll of
Vale of Glamorgan Council by Ms Debbie Marles**

Thank you for passing on Councillor Driscoll's submissions to us. We are grateful to the Standards Committee for providing an opportunity to respond.

In response to Councillor Driscoll's written representations which are relevant to the matters under consideration, we respectfully submit the following:

Emails sent by Councillor Driscoll relating to the Coronavirus business grants

It is noted that Councillor Driscoll has stated in his written submissions that the majority of emails sent were sent from his personal email address. It is stated that a small number were sent inadvertently from his Council email address, and it could not reasonably be interpreted that he used his elected position to gain an advantage. It is noted that Councillor Driscoll also stated that he felt he had a duty to report businesses that he believed were attempting to obtain Council funds to which they were not entitled.

As set out in Paragraphs 88-95 of the Report, the Ombudsman submits that Councillor Driscoll sent an email using his Council email address but requested that contact with him should be made via his personal mobile number and for any correspondence to be sent to his wife's home address. Therefore, while

Councillor Driscoll has stated that he had a duty to report the matter to the Council, the Ombudsman considers that the matter was closely connected to Councillor Driscoll's private life and his wife's business interests. The evidence suggests that Councillor Driscoll became involved in the matter in his private capacity and was acting on behalf of his wife. In view of this, it would not be appropriate for Councillor Driscoll to use his position as an elected member or his Council's email address to make enquiries on behalf of his wife - there is no credible link between the email in question and "Council business". Further, as set out in the report, it is of concern that Councillor Driscoll stated at interview that he did not believe that the link between the property in question and his private life created any issues or conflict in terms of interests and his role as a councillor.

Councillor Driscoll has not demonstrated a credible link between the use of his council email address and council matters. As set out in the report, on the balance of the available evidence, it is the Ombudsman's view that the emails sent by Councillor Driscoll were not sent in the interests of council business – but were sent for the benefit of his and his wife's personal business interests. In emailing officers of the Council from his council email address about matters relating to his private life and private business interests, Councillor Driscoll made the Council officers aware that he was an elected member. The sending of such emails from his council email address meant that the recipients were aware of Councillor Driscoll's position of authority and standing within the Council, including his role as "quasi employer". Councillor Driscoll has not provided evidence of a credible reason to correspond about his private business interests using his council email address and the Ombudsman considers that his actions in doing so could have been perceived as him attempting to use his position as an elected member to gain an advantage for himself and his wife's business interests.

Register of Interests in respect of 3 Lombard Street and Unit 5 Biglis House

It is noted that Councillor Driscoll has stated that the property at 3 Lombard Street is a residential property, and his wife receives all payments directly for the property. Councillor Driscoll stated that his wife, Mrs Driscoll, is willing to give evidence in relation to this.

In relation to Unit 5 Biglis House, I note that Councillor Driscoll submitted that the property is a commercial property to which Mrs Driscoll is the owner of the freehold. It is stated that Mrs Driscoll granted a 15 year lease to Fresh Bacon Co Ltd a company of which both Councillor Driscoll and Mrs Driscoll are directors. Councillor Driscoll stated that Fresh Bacon Co Ltd ceased using the property in 2010 when it was leased, and he did not realise he still had a leasehold in place. Councillor Driscoll has also made representations that he is given occasional authority to sign documentation on behalf of his wife. Councillor Driscoll stated that for these reasons he did not believe that these interests needed to be registered and he did not do so on this occasion as these were his wife's interests. Finally, it was submitted that Councillor Driscoll does not stand to gain from this oversight and once the matter was highlighted, he immediately placed the properties in question on his Register of Interests.

In relation to 3 Lombard Street, as set out in the Report, it is acknowledged that payments in relation to the property were sent directly to Councillor Driscoll's wife's account. However, correspondence from the Council was sent directly to Councillor Driscoll which referred to the tenant of the property in question as being Councillor Driscoll's tenant. It is maintained therefore that this indicates that Councillor Driscoll had significant involvement in the property and demonstrates that the Council has listed Councillor Driscoll as the landlord of the property in question. The Internal Audit Report also noted that the Council's records document Councillor Driscoll as the landlord and all correspondence relating to property was addressed to Councillor Driscoll. In view of this, the Ombudsman maintains that the evidence suggests that 3 Lombard Street was "related to or was likely to affect" Councillor Driscoll's business interest and as such he had an interest in the property (as defined under paragraph 10(2)(a)(i) of the Code). Therefore, in-line with paragraph 15 of the Code, such an interest should have been registered on Councillor Driscoll's Register of Interests.

In relation to Unit 5 Biglis House, while Councillor Driscoll has stated that he was unaware that a leasehold was still in place, as set out in the report, Councillor Driscoll confirmed that he had signed a lease for the property. In addition, the Council's business rates system documented Councillor Driscoll as the owner of the property. The HM Land Registry is absolute documentary evidence that Councillor Driscoll had an interest in the property in view of the leasehold held by Fresh Bacon Co Ltd of which Councillor Driscoll is a director. The evidence demonstrates that Councillor Driscoll had an interest in the property and such an interest should have been registered on Councillor Driscoll's Register of Interests.

It is also noted that in Councillor Driscoll's submissions to the Committee in respect of a separate disputed fact, Councillor Driscoll has set out that the lease for the property in question did not match the leases "used by Councillor Driscoll" – I consider that this further evidences that Councillor Driscoll had significant involvement with the property in question.

Misleading information resulting in the rejection of a legitimate grant application

In his representations to the Committee, Councillor Driscoll has stated that he provided information that was correct at the time it was provided, the company who submitted a grant application had in fact vacated the property and the lease provided by that company was fraudulent. In relation to the lease, Councillor Driscoll has stated that he uses Law Society standard leases and the lease provided by the company in question did not match the leases used by Councillor Driscoll. Councillor Driscoll stated that he believes that the company did this in order to secure an insurance claim outstanding on the property and in fact the company had obtained new premises in Cardiff.

As set out in the report, Councillor Driscoll was interviewed as part of the Council's Internal Audit Report and was questioned about the lease in relation to Unit 5 Biglis House. Councillor Driscoll advised the Internal Audit Investigation Officer that the "the new lease was signed because [the tenant] needed to prove

they had set up a new company". It is of concern that Councillor Driscoll has provided conflicting information in relation to the lease of the property in question. Councillor Driscoll stated clearly to the Internal Audit Investigation Officer that a new lease had been signed. The Ombudsman maintains that given that the lease had Councillor Driscoll's signature on it and the contradictions in his accounts, on the balance of the available evidence, it is considered that the lease referred to in the Internal Audit Report was not a "false lease".

Failing to update the Council in respect of occupancy of 50C Holton Road

It is noted that Councillor Driscoll stated that the property was initially leased by LCMI in 2018 for a period of 3 years – however, LCMI ceased occupation within days of opening. Councillor Driscoll has stated that the property was left empty for 2 years before his son decided to try and set up a sandwich business in the property. Councillor Driscoll has submitted that at the time of the grant application, the business was not trading and had not been opened and in the application he stated that he was not in occupation of the property. It is stated that the information provided by Councillor Driscoll was accurate and he did not fail to inform or update the Council.

It is noted that when interviewed, Councillor Driscoll stated that he had updated the Council about occupancy. However, Councillor Driscoll was not able to produce a copy of an email in which he said he had sent to the Council to update it about the occupancy of 50C Holton Road. The business grant application and subsequent correspondence with the Council's NNDR department, as set out in full in the report in paragraphs 100-102, evidences that Councillor Driscoll only updated the Council about the occupancy of the property in response to a request from the Council (which was prompted by the application submitted by Councillor Driscoll). Further, Councillor Driscoll has provided a copy of correspondence from David Jones' Solicitors which confirmed that the tenant stopped paying rent in January 2020 and requested that the lease was surrendered on 11 March 2020.

As set out in the Internal Audit Report, once the property became vacated and unoccupied Councillor Driscoll became liable for empty property business rates at the property. Councillor Driscoll, in his representations to the Committee, has confirmed that the property was unoccupied, and he has not provided any evidence of him notifying the Council about the occupancy of the property. As set out in the report, Councillor Driscoll only updated the Council about the occupancy of the property in response to a request from the Council. This came about after Councillor Driscoll had submitted a grant application for the property, which prompted the Council to make enquiries about occupancy due to identified discrepancies in the applications. The available evidence suggests that Councillor Driscoll failed to update the Council about the occupancy of the property.

Witnesses

The Ombudsman does not wish to request the attendance of any of the witnesses referenced in the Report in relation to any of the disputed facts currently listed within.

It is noted that Councillor Driscoll wishes to call his wife, Kim Driscoll, as a witness. While this is a decision for the Standards Committee, and we note that Mrs Driscoll was not interviewed as part of the Ombudsman's investigation, we have no objections to this.

In addition, Councillor Driscoll has explained that it may be beneficial for Mr Phil Chappel to give evidence regarding his communication with Councillor Driscoll relating to applications for the coronavirus grant application from ineligible businesses. Whilst the Ombudsman does not object in principle to the calling of the additional witnesses named and note that it is a decision for the Standards Committee, it is noted that a full copy of the correspondence with Mr Chappel is included in the Appendices to the Report. As Mr Chappel was not interviewed as part of the Ombudsman's investigation we do not have relevant contact information.

Public Hearing and documents to be withheld

In line with Councillor Driscoll's comments, we do not require any part of the meeting to be held in private and we consider that it would be appropriate and in line with the public interest for the hearing to be held in public.

The Ombudsman recognises Councillor Driscoll's comments that documentation within the bundle of evidence relates to financial information of Councillor Driscoll and his wife and as such have the potential to be regarded as confidential. We understand that the Committee will make a determination on this matter during the first stage of the proceedings and would invite consideration on this point.

Other matters – Mr Tooby

Finally, in relation Councillor Driscoll's representative's submissions, Mr Tooby's witness statement was produced in response to Councillor Driscoll's initial response when informed of the Ombudsman's investigation (see paragraph 68 of the Report and Appendix 15 thereto). In that response Councillor Driscoll had said: "All these questions had been previously answered in my reply to the Audit Office. They deemed no further action necessary." The reference to the "Audit Office" was understood to be a reference to the Welsh Government Fraud Department ('WGFD'). Given Councillor Driscoll's reliance upon the fact that the WGFD had taken no further action, and his implication that it should be inferred from the WGFD's decision that he had no case to answer, the Ombudsman sought evidence about the reasons behind the WGFD's decision. Mr Tooby's evidence makes it clear that the decision was largely one associated with the standard of proof applicable in criminal cases.

The Ombudsman places no reliance upon Mr Tooby's primary conclusion that "it was believed that there was evidence of false representation on the part of Cllr Driscoll". The Ombudsman reached her own conclusions in that regard on the evidence available to her and applying the civil standard of proof applicable to Code of Conduct cases. Mr Tooby's evidence merely rebuts Councillor Driscoll's suggestion (if that is what he was doing) that the WGFD had in some way concluded that his conduct was beyond reproach. The Ombudsman is happy to clarify the relevance of Mr Tooby's evidence.

Obviously whether to call Mr Tooby or not will be a matter for the Committee but given the clarification given above, the Committee may not feel it will be greatly assisted in hearing oral evidence from him.

Please would you bring this letter to the attention of the members of the Standards Committee.

Yours sincerely

Emily Fletcher

Emily Fletcher
Swyddog Ymchwilio/Investigation Officer