



Statement of Provisional Findings

Mr Paul Maynard
Member of Parliament for Blackpool North and Cleveleys
COM - 1508

Brig J T Blair-Tidewell
Compliance Officer

Introduction

1. This Statement of Provisional Findings is issued in accordance with Section 9 and 9A of the Parliamentary Standards Act 2009 ('the Act') and the Third Edition of the Procedures for Investigations by the Compliance Officer for IPSA ('the Procedures').
2. The Compliance Officer may, under section 9(1) of the Act, conduct an investigation if he or she has reason to believe that an MP may have been paid an amount under the Scheme of MPs Business Costs and Expenses ('the Scheme') that should not have been allowed. This may be initiated by the Compliance Officer, as a result of a complaint by an individual ('the complainant') or following a request for an investigation made by IPSA.
3. On 8 January 2024, following receipt of a referral from the Chief Executive Officer of IPSA, the Compliance Officer opened an investigation into the use by Mr Paul Maynard MP of his constituency office and IPSA funded office equipment for non-parliamentary purposes. The detail of the complaint was originally published by the Sunday Times newspaper in two articles dated 6th and 14th January 2024, both articles drawing heavily on information provided by a member of the MP's constituency party association (Ms Milly Skriczka). A summary of the scope of the investigation (further to paragraph 10 of the Procedures) is set out at Appendix 1. The instances of use, depending on when they occurred, fall under the Ninth – 15th Editions of the Scheme.
4. Prior to and following the decision to initiate an investigation and in accordance with paragraph 11 of the Procedures, the Compliance Officer can make a formal request for information from IPSA or the MP concerned. During the course of this investigation information was sought from both parties and Ms Skriczka. The Compliance Officer wrote to the MP on 16th January 2024 to inform him of the complaint and to request an initial response, then again on 21st February 2024 to inform him of the decision to initiate a formal investigation. Meetings were held with the MP on 19th January and 6th March to confirm the facts of the case. During the course of the correspondence and meeting, the Compliance Officer asked for and was provided with information relating to the use of the MP's office and office equipment, and any agreements between IPSA and the MP on use of the office for non-parliamentary purposes.
5. In addition, the Compliance Officer met with Ms Skriczka on the 6th and 20th of March 2024 to gather additional information.

6. Prior to and during the course of the investigation, the Compliance Officer contacted the Policy and Assurance Team at IPSA on a number of occasions and sought its view on matters relevant to the complaints.
7. Before the Compliance Officer makes any provisional findings about the matters under investigation, the MP concerned, and IPSA shall be afforded an opportunity to make representations to the Compliance Officer.
8. Paragraph 16 of the Procedures require that the Compliance Officer shall at the same time inform the MP concerned and IPSA of all material information which the Compliance Officer has received (which may be communicated in summary or by the supply of copy documents). A summary of both parties' responses were shared with the other prior to the writing of this Statement of Provisional Findings and they were given the opportunity to make representations to the Compliance Officer. If any representations are made, they will be recorded in a subsequent final report.
9. The investigation has now been concluded. It has taken several months to reach this stage, largely due to the significant amount of information which needed to be reviewed by the Compliance team, before a decision could be reached.

The referral from IPSA (Complaint)

10. Following the publication of the two Sunday Times articles mentioned above, the CEO of IPSA requested the Compliance Officer investigate allegations the MP used his constituency office for party political purposes for a prolonged period, prior to entering into a formal subletting agreement with his local party, and that he incurred related party-political printing and communications costs against his IPSA budget. The specific details of the complaint were not presented, and the Compliance Officer was required to identify which allegations in the two newspaper articles fell within his scope for investigation. These have been summarised below into four 'heads of complaint' (a copy of both newspaper articles is at Appendix 2):

Ser	Reference/Source	Allegation
1	Sunday Times Newspaper Article of 6 Jan 2024	Producing overtly political materials promoting the party and his re-election (at IPSA expense or on IPSA funded equipment) since 2016.
2	As above	Disproportionately high claims for printing (£106,000 claimed for printing and related costs since 2010).

3	As above	Allowing the local Conservative Association use of the IPSA funded constituency office to organise campaigns from 2016 onwards despite the lack of a formal sub-let agreement and provision to re-imburse IPSA for such use until agreement was put in place in Apr 2023 and backdated to Jun 2022.
4	Sunday Times Newspaper Article of 14 Jan 2024	Under-reporting use of the constituency office for party political activity over the period Dec 2022 and Jan 2023.

Relevant areas of the Scheme to be considered during the investigation:

11. This investigation spans the period 2016 to 2024 and ten versions of the Scheme i.e.: Editions 6-15.

12. Although the wording of the various editions have changed over time, the sections of the Scheme relevant to this investigation have remained consistent. These are:

- a) The fundamental principle that ‘MPs must not exploit the system for personal financial advantage, nor to confer an undue advantage on a political organisation’ (The MPs’ Scheme of Business Costs and Expenses 2015-16, page 10), replaced with the ‘MPs may only claim for expenditure for parliamentary purposes’ in all subsequent editions of the Scheme.
- b) Where an MP who claims office rental expenditure grants a licence or gives permission to any person for the use of the constituency office (or any part of it) on one or more occasions, a fee must be charged which reflects an appropriate proportion of the rent and other costs incurred’ (The MPs’ Scheme of Business Costs and Expenses Sixth Edition, April 2014, Para 6.16), and;
- c) This fee must be remitted to IPSA in its entirety (The MPs’ Scheme of Business Costs and Expenses Sixth Edition, April 2014, Para 6.16).

Relevant Information about the MP

13. Mr Maynard has been the MP for Blackpool and North Clevelleys since the 2010 general election. The MP’s Westminster portfolio is as follows:

Currently held offices:

Parliamentary Under-Secretary of State for Pensions (since 13 Nov 2023)

Previously held offices:

Parliamentary Under-Secretary of State for Transport (Jul 2019 – Feb 2020)

Parliamentary Under-Secretary of State for Justice (May 2019 – Jul 2019)

Lord Commissioner of the Treasury (Jan 2018 – May 2019)

Parliamentary Under-Secretary of State for Transport (Jul 2016 – Jan 2018)

14. The MP has been the subject of previous complaints in May 2018 and July 2023. In both cases the complaints were closed following assessment and no breach of the Scheme found.

The Investigation into the Complaint

15. During the course of this investigation, the Compliance Officer has:
 - a. obtained all relevant documentation and data from IPSA;
 - b. reviewed all payments received from the MP for use of his constituency office for non-parliamentary activity;
 - c. reviewed the IPSA communications log with the MP regarding sub-letting of his constituency office;
 - d. reviewed the MP's claims for office equipment – specifically the 'Riso' printer;
 - e. met with the MP and his current chief of staff;
 - f. reviewed all correspondence between IPSA and the MP or his staff relating to sub-letting of his constituency office;
 - g. obtained views on policy from IPSA;
 - h. met with Ms Skriczka.
16. The time parameter set for this investigation is April 2016 to Jan 2024. Mr Maynard was served with a notice of the complaint on 16 Jan 2024. The Compliance Officer then exchanged a series of e mails with the MP and requested his initial response to the allegations made in the two newspaper articles. Following a conference call with the MP and his Chief of Staff on 19 January 2024, the MP provided a detailed response to the allegations on 25 January 2024.
17. Following his interviews with Ms Skriczka on 6th and 20th March 2024, Ms Skriczka provided a written statement in which she provided the following information:

"I was elected to the committee of Blackpool North and Cleveleys Conservative Association in March 2022, every committee meeting I attended was held in Paul Maynard's constituency office at BTMC Faraday Way. with the exception of the committee meeting on 18 July 2022 which was held in the boardroom at BTMC, Faraday Way.

I brought my concerns of holding meetings in the constituency office to the committee meeting held on 18 July 2022. Simon Renwick also told me the office can be used out of office hours as IPSA rules don't apply. Paul Maynard MP pointed out that we were actually in the boardroom.

When I asked Simon Renwick if there was a licence/agreement, he replied 'No' because he paid £150 to IPSA for use of the office at election time and for occasional use and a licence/agreement wasn't necessary.

Paul Maynard MP, told me he doesn't want rent for an association office to come out of the money he donates/raises to the Association when his office 'funded by the association, via IPSA' can be used.

I suggested having an association office at Red Bank Road, the address that has been used on political literature and on the imprint on Paul Maynard's website (this was recently updated to Rm 11a). Paul Maynard said '...that would take us back 20 years...' and '...there are reasons why we're not there...' Yet, 70 Red Bank Road is the address used on political leaflets, MP's website and Facebook despite the MP and Simon Renwick saying they never go there. In view of this fact, that they never go there, then why did Simon Renwick, Paul Maynard and Richard Rendell use 70 Red Bank Road address on the imprint rather than the MP's office where meetings are held, and the printing, stuffing and collecting by party members actually takes place. This can only be viewed as covering the fact that the MP's office was used for political purposes and an imprint with a different address would distract from where they were actually based. Richard Rendell's name is on the imprint on leaflets which state 'Promoted and printed by Richard Rendell on behalf of [name of candidate] all at 70 Red Bank Road...')

I have witnessed printing of political literature on parliamentary equipment by Simon Renwick, Chief of Staff to Paul Maynard MP. Simon told me that the Riso belonged to the Association. I have also seen political surveys on Simon's desk ready to be inputted onto VoteSource the

Conservative database. I have met party members in the office to collect political literature to deliver for the MP.

Part A, Fundamental Principles Point 2 is Value for Money: MPs must have regard to value for money when making claims

I believe that Paul Maynard MP, and Simon Renwick and Richard Rendell have not met Point 2 above as the use of the MP's office for mailing address, meetings, printing, collating correspondence into envelopes in order to distribute political literature, using the office as a collection point for said mail is not allowed under IPSA Rules without a licence/agreement.

Also, leasing the printer, Riso and commercial guillotine for printing of political literature comes at a great cost to the taxpayer. A majority of MP's have table top printer/photocopiers as there are only constituent letters to print. Business cards and other parliamentary stationery are usually printed by a commercial printer and charged to IPSA."

The full text of Ms Skriczka's statement is at Appendix 3. In her statement Ms Skriczka makes further allegations regarding the handling of personal data and claims for postage which did not appear in the two Sunday Times Newspaper articles, and which have not been included in the scope of this investigation. The former allegation will be referred to the IPSA, the latter will be assessed separately by the Compliance Officer.

18. In his response to the allegations in the Sunday Times Newspaper articles, the MP stated the following:

- a) The £106,000 worth of claims referred to in the newspaper articles were for a range of office and business-related costs, in addition to printing, over a 14-year period.
- b) Over this period the MP's local party association had paid for his constituency office's stationery and ink and had effectively subsidised its running.
- c) A formal sub-letting agreement had been put in place with IPSA in 2022, covering the period from Jun 2022 onwards, and that a written agreement had been in place before that date for ad-hoc use of the constituency office for non-parliamentary activity. This was

assumed to include the use of the constituency office address for sending and receiving mail.

- d) It was acknowledged that the 'Riso' printer, since its procurement in 2017, had been used from time to time for non-parliamentary printing but that the local Conservative Association covered the cost of paper and ink.
- e) It was accepted that the office had been used for non-parliamentary activity on two separate periods of two days each in Dec 2022 and Jan 2023, and that this activity had not been logged due to staff absence. However, this had now been rectified and payment made to IPSA.

A copy of the written response by the MP is at Appendix 4.

- 19. A subsequent face to face meeting took place on 6 March 2024 in Portcullis house with the MP and his Chief of Staff to allow the Compliance Officer to reconcile the list of payments made to IPSA for use of the office over the period 16 December 2014 to 19 January 2024 provided by the MP, and the list of payments received by IPSA provided to the Compliance Officer by IPSA Staff. These were found to be largely aligned and to add up to £4,203. In addition, the Compliance Officer used this meeting to confirm the details of the 'ad hoc' agreement between the MP and IPSA he referred to in his written response of 25th January 2024.
- 20. Although the MP could not provide a copy of the agreement, he was able to provide the letter to the then CEO of IPSA requesting permission for use of the constituency office dated 29th March 2018 which included the following text;

"Within the next few weeks, the Conservative Party will be employing a campaign manager to cover my seat and the neighbouring seat of Blackpool South. I have offered this campaign manager a desk within my IPSA funded office. I currently have 4 full-time members of staff working in the office and have five desks. My intention is for the campaign manager to work from the 'spare' desk.

I appreciate that political work cannot be funded by the taxpayer, so I wish to propose that 20% of office related costs are repaid annually to IPSA in arrears by the Party for office rent, electricity, internet, machine use, and any other relevant costs. I aim to start this from 1st

April 2018 with the first repayment being sent to IPSA within the first few weeks of the new financial year in 2019.

Can I ask you if this arrangement would be acceptable and that you hold this letter as a matter of record of my intention to re-charge costs incurred of work undertaken of a party-political nature?"

A copy of this letter is at Appendix 5.

21. During this meeting, the MP also provided a log of those days on which the constituency office had been used for non-parliamentary activity over the period 2017 to 2023. Activity over this period occurred on 37 days. A copy of this list is at Appendix 6.
22. Following a request by the Compliance Officer, IPSA staff were able to provide the letter sent in response by the CEO dated 16th April 2018 which included the following text:

"Thank you for your letter. I can confirm that the arrangement you suggest is acceptable. As long as the 20 per cent of the costs that you refer to is received by us within the current financial year (i.e. by the end of March 2019), we will be able to reflect the repayment on your office costs budget for 2018-19."

A copy of this letter is at Appendix 7.

Conclusions

23. **Has there been a breach of the Scheme?** This question will be applied against the four heads of complaint above:
 - a) **Producing overtly political materials promoting the party and his re-election (at IPSA expense or on IPSA funded equipment) since 2016.** Yes: The MP has admitted to the use of the IPSA funded 'Riso' printer being used to produce non-parliamentary material over the period 2017 – 2024. This use of the 'Riso' printer he believes is mitigated by the local party association paying for ink and paper and should also be viewed in the context of the 16 Apr 2018 agreement with IPSA which allowed for the occasional '*office machine use*'.

- b) **Disproportionately high claims for printing (£106,000 claimed for printing and related costs since 2010).** No: Although higher than the average, the number of claims for printing over the period 2010 – 2024 do not in themselves constitute a breach of the Scheme. This is acknowledged in the Sunday Times article. Individual examples sampled by the Compliance Officer from this period were compliant with the Scheme. However, it should be noted a comprehensive audit of all the MP's printing and associated claims over this period was not undertaken due to resource constraints.
- c) **Allowing the local Conservative Association use of the IPSA funded constituency office to organise campaigns from 2016 onwards despite the lack of a formal sub-let agreement and provision to re-imburse IPSA for such use until agreement put in place in April 2023 and backdated to June 2022.** No: The MP put in place an ad-hoc agreement with the then CEO of IPSA on 16th April 2018. Although this agreement was not brought fully in line with IPSA policy until 2023 it was understood by the MP to provide a compliant way to allow the local Conservative Association to make use of the office. The regular pattern of payments from this time onwards supports this view.
- d) **Under-reporting use of the constituency office for party political activity over the period Dec 2022 and Jan 2023.** Yes: This has been admitted by the MP with the specific dates mentioned in the Sunday Times articles subsequently rectified by an appropriate repayment to IPSA.

- 24. The Compliance Officer has had to consider what would be the right and fair thing to do in this set of circumstances. Mr Maynard is amongst a small minority of MPs who allow the use of their constituency office for non-parliamentary activity on a repayment basis. Although allowed by the Scheme, this arrangement demands a high level of organisation on the part of the MP and their staff, is inherently complicated and open to misunderstanding. The MP reasonably believed he had put in place an agreement with IPSA to allow for the occasional use of his constituency office for non-parliamentary purposes and made regular payments to IPSA for this purpose.
- 25. However, the Compliance Officer considers the frequent use of IPSA-funded office equipment such as the 'Riso' printer went beyond the bounds of this agreement even if some of the costs of use were covered by the local Conservative Association. In addition, it is reasonable to assume the constituency office was used for storage and preparation of party-political material at various times which are not accurately reflected in the log of use maintained by the MP's office.

26. The Compliance Officer has consulted with the Chief Executive Officer of IPSA on this matter and both he and the Compliance Officer believe it would be appropriate for the MP concerned to repay a percentage of the money back to IPSA for the rent and maintenance of the 'Riso' printer. On the assumption the 'Riso' has been used 10% of the time for non-parliamentary purposes it would appropriate for the MP to reimburse IPSA the sum of £2,205.80. This figure is based on the MP's leasing agreement with the supplier of the 'Riso' as set out below:

Year	Annual Charge
2017	£2,943
2018	£2,943
2019	£2,943
2020	£2,943
2021	£2,203.20
2022	£2,203.20
2023	£2,203.20
Subtotal	£18,381.60
VAT	£3,676.32
Total	£22,057.92
10% of Total	£2,205.80

In addition, the MP has been instructed to cease use of the 'Riso' for non-parliamentary purposes.

27. In recognition of the possibility of inaccurately logged usage of the constituency office for party-political activity, the MP has also agreed to an additional repayment of £110. This equates to 20 days use as per the sub-let agreement reached with IPSA in 2023. In total and including the MP's repayment of office use for the period December 2022 to January 2023, this comes to a total repayment to IPSA of **£2,366.80**.

Recommendations

28. The root cause of this complaint is the use by the MP of his IPSA funded constituency office for party-political activity. Although allowed by the Scheme and despite the MP putting an ad-hoc agreement in place with the IPSA for this purpose, it has clearly been a difficult arrangement for the MP and his staff to manage. A clear separation of physical space, assets and resources for party-political activity is preferable and would significantly reduce the risk of these types of compliance issues occurring in the future. The CEO of IPSA is invited to consider a policy amendment that prohibits the dual use of MPs' constituency offices.

Representations and Case Resolution

29. Section 9(5) of the Act and paragraph 26 of the Procedures permit Mr Maynard and IPSA a further opportunity to make representations in writing to the Compliance Officer in respect of these provisional findings. In order to comply with this requirement, both parties will be given ten working days from the date of this statement to submit any further representations. These must be received by the Compliance Officer by 8 May 2024.

30. If further representations are received, the Compliance Officer will consider these before preparing a Statement of Findings.

31. Further, in accordance with sections 9(5), 9(7) and 9(8) of the Act and the Procedures, the Compliance Officer may determine not to prepare a Statement of Findings if:

“The member accepts a provisional finding that the member was paid an amount under the MPs’ allowances scheme that should not have been allowed;

Such other conditions as may be specified by the IPSA are, in the Compliance Officer’s view, met in relation to the case, and

The member agrees to repay to the IPSA, in such manner and within such period as the Compliance Officer considers reasonable, such amount as the Compliance Officer considers reasonable (and makes the repayment accordingly).”

32. If Mr Maynard is unable to repay the total amount stipulated immediately, then IPSA and the MP will be required to enter into dialogue with a view to agreeing a repayment plan. If a plan can be agreed which is satisfactory to the Compliance Officer, then this may form the basis for any Repayment Direction.

33. If such agreement is not possible then the Compliance Officer will be required to impose a Repayment Direction, in which the Compliance Officer must *“specify the period before the end of which that amount is to be paid”*.

34. If Mr Maynard is able to make the repayment immediately, and the other conditions referred to above are met, then section 9(8) of the Act will have effect. As a result, the Compliance Officer

will have a discretion not to publish a Statement of Findings and a brief Closure Report will instead be published.

Appendix One – Notice of Investigation

Notice

This notice is published in accordance with Section 9 and 9A of the Parliamentary Standards Act 2009 (as amended) and Paragraph 27 of the Third Edition of the *Procedures for Investigations of the Compliance Officer for IPSA*.

The Compliance Officer for the Independent Parliamentary Standards Authority has opened an investigation to determine whether Mr Paul Maynard MP has been paid an amount under the *MPs' Scheme of Business Costs and Expenses* ('the Scheme') that should not have been allowed.

An investigation will be conducted into claims submitted under the following areas of the Scheme:

- Office Costs.

In accordance with the legislation and the procedures for investigation made thereunder, no further information will be published until the investigation has been concluded.