

Adroddiad 03-18 i'r Cynulliad o dan Reol Sefydlog 22.9

Tachwedd 2018



Cynulliad Cenedlaethol Cymru yw'r corff sy'n cael ei ethol yn ddemocrataidd i gynrychioli buddiannau Cymru a'i phobl, i ddeddfu ar gyfer Cymru, i gytuno ar drethi yng Nghymru, ac i ddwyn Llywodraeth Cymru i gyfrif.

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**Y Pwyllgor Safonau Ymddygiad
Cynulliad Cenedlaethol Cymru
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Ceir atgynhyrchu testun y ddogfen hon am ddim mewn unrhyw fformat neu gyfrwng cyn belled ag y caiff ei atgynhyrchu'n gywir ac na chaiff ei ddefnyddio mewn cyd-destun camarweiniol na difrïol. Rhaid cydnabod mai Comisiwn Cynulliad Cenedlaethol Cymru sy'n berchen ar hawlfraint y deunydd a rhaid nodi teitl y ddogfen.

Adroddiad 03-18 i'r Cynulliad o dan Reol Sefydlog 22.9

Tachwedd 2018



Am y Pwyllgor

Sefydlwyd y Pwyllgor Safonau Ymddygiad ar 28 Mehefin 2016 i gyflawni swyddogaethau'r pwyllgor cyfrifol fel y'u nodir yn Rheol Sefydlog 22. Roedd y rhain yn cynnwys:

- ymchwilio i gwynion a gyfeiriwyd ato gan y Comisiynydd Safonau;
- ystyried unrhyw faterion o egwyddor yn ymwneud ag ymddygiad Aelodau;
- sefydlu gweithdrefnau ar gyfer ymchwilio i gwynion;
- a threfnu Cofrestr Buddiannau'r Aelodau a chofnodion cyhoeddus perthnasol eraill a oedd yn ofynnol o dan y Rheolau Sefydlog.

Cadeirydd y Pwyllgor:



Jayne Bryant AC

Llafur Cymru
Gorllewin Casnewydd

Aelodau cyfredol y Pwyllgor:



Gareth Bennett AC *

UKIP Cymru
Canol De Cymru



Andrew RT Davies AC

Ceidwadwyr Cymreig
Canol De Cymru



Helen Mary Jones AC

Plaid Cymru
Canolbarth a Gorllewin Cymru

* Ni chymerodd ran yn yr ystyriaethau o'r gŵyn

Roedd Michelle Brown AC yn bresennol yng nghyfarfod y Pwyllgor ar 6 Tachwedd 2018 fel eilydd UKIP.

Ar ôl iddo gael ei ethol yn y Cyfarfod Llawn ar 14 Tachwedd 2018, daeth David Rowlands AC i gyfarfod y Pwyllgor ar 20 Tachwedd 2018 fel eilydd UKIP.

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Argymhellion

Argymhelliad 1. Mae'r Pwyllgor yn nodi bod yr Aelod wedi ymddiheuro'n llawn yn ei ohebiaeth ysgrifenedig at y Comisiynydd a'i fod wedi cytuno i ad-dalu'r arian am y deunyddiau adeiladu. Penderfyniad unfrydol y Pwyllgor yw y dylid argymhell i'r Cynulliad, yn unol â pharagraff 7.12(iv) o'r Weithdrefn ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad, fod methiant i gydymffurfio wedi'i ganfod ac y dylid ceryddu'r Aelod o dan Reol Sefydlog 22.10.....Tudalen 9

1. Cyflwyniad

1. Nodir cylch gorchwyl y Pwyllgor Safonau Ymddygiad (y Pwyllgor) yn Rheol Sefydlog 22.¹ Yn unol â'r swyddogaethau a nodir yn Rheol Sefydlog 22.2, mae'n rhaid i'r Pwyllgor:

“mewn perthynas ag unrhyw gŵyn a gyfeirir ato gan y Comisiynydd Safonau ...ymchwilio i'r gŵyn, cyflwyno adroddiad arni ac, os yw'n briodol, argymhell camau mewn perthynas â hi.”²

2. Paratowyd yr adroddiad hwn ar gyfer y Cynulliad yn unol â Rheol Sefydlog 22.9 a pharagraff 8.1 o'r Weithdrefn ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad³ (y Weithdrefn) ac mae'n ymwneud â chŵyn yn erbyn Gareth Bennett AC.

3. Mae adroddiad y Comisiynydd Safonau (y Comisiynydd) ar ei ymchwiliad i'r gŵyn wedi'i atodi yn Atodiad A. Mae'n nodi manylion am y gŵyn a chanfyddiadau ymchwiliad ffurfiol y Comisiynydd.

4. Mae'r adroddiad hwn yn nodi manylion am y gŵyn a'r hyn a ystyriodd y Pwyllgor wrth lunio ei argymhelliad.

¹ Rheolau Sefydlog

² Rheol Sefydlog 22.2(i)

³ Gweithdrefn Cynulliad Cenedlaethol Cymru ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad

2. Ystyried y gŵyn

5. Roedd y gŵyn yn honni bod yr Aelod dan sylw wedi methu â chydymffurfio â pharagraffau 4(b) a 4(d) o'r Cod Ymddygiad ar gyfer Aelodau'r Cynulliad, sy'n datgan:

“Paragraff 4(b) – Uniondeb: Ni ddylai deiliaid swyddi cyhoeddus eu rhoi eu hunain o dan unrhyw rwymedigaeth ariannol neu rwymedigaeth arall tuag at unigolion neu gyrrff allanol a allai geisio dylanwadu arnynt wrth iddynt gyflawni eu dyletswyddau swyddogol.

Dylai Aelodau'r Cynulliad bob amser ymddwyn mewn ffordd a fydd yn cynnal ac yn cryfhau ffydd a hyder y cyhoedd yn unplygrwydd y Cynulliad ac osgoi unrhyw ymddygiad a fydd yn dwyn gwarth ar y Cynulliad neu ar ei Aelodau'n gyffredinol. Ni ddylai'r Aelodau ofyn i staff Comisiwn y Cynulliad na staff Llywodraeth Cymru weithredu mewn unrhyw ffordd a allai gyfaddawdu amhleidioldeb gwleidyddol y Gwasanaeth Sifil a/neu staff Comisiwn y Cynulliad neu wrthdaro â Chod y Gwasanaeth Sifil a/neu God Ymddygiad Staff Comisiwn y Cynulliad”

Paragraff 4(d) – Atebolrwydd: Mae deiliaid swyddi cyhoeddus yn atebol i'r cyhoedd am eu penderfyniadau a'u gweithredoedd a rhaid iddynt gytuno i fod yn destun pa bynnag archwiliad sy'n addas i'r swydd.

Ni ddylid gwneud unrhyw ddefnydd amhriodol o unrhyw daliad neu lwfans a roddir i Aelodau'r Cynulliad at ddibenion cyhoeddus a rhaid cadw at y rheolau gweinyddol sy'n gysylltiedig â thaliadau a lwfansau tebyg.”⁴

6. Canfu'r Comisiynydd fod Mr Bennett wedi dirprwyo'r dasg o ganfod eiddo addas a sefydlu swyddfa ranbarthol i aelod o staff ei swyddfa. Cymerodd Mr Bennett brydles o bedair blynedd ar yr adeilad ar 24 Mawrth 2017 gyda rhent blyneddol o £5,200, er nad oedd wedi ymweld â'r eiddo ac er bod adroddiad diogelwch cynharach yn nodi ei fod mewn cyflwr gwael yn gyffredinol. Llofnododd Mr Bennett y brydles yn groes i gyngor ei gyfreithwyr, a llofnododd hawlildiad i'r perwyl hwn.

⁴ Cod Ymddygiad

- 7.** Hefyd hawliodd Mr Bennett gyfanswm o £2,476.98 am ddeunyddiau adeiladu i drosi'r adeilad yn swyddfa ranbarthol, a dalwyd yn syth i'r cwmni addurnwyr a chyflenwadau adeiladu perthnasol.
- 8.** Ni feddiannodd Mr Bennett y safle a leswyd ganddo, ac ni chafodd y swyddfa ranbarthol arfaethedig fyth ei hagog. Erbyn haf 2017, sylweddolwyd bod y gost o wneud yr adeilad yn addas fel swyddfa yn afresymol. Talodd Mr Bennett £4,533 o'i arian ei hun i dalu am y ffioedd cyfreithiol i derfynu'r brydles.
- 9.** Mae'r Rheolau a Chanllawiau ar Ddefnyddio Adnoddau'r Cynulliad yn nodi
- “Mae gan yr Aelodau gyfrifoldeb personol am yr holl dreuliau ac adnoddau a ddefnyddir yn eu henw.”
- 10.** Yn ei lythyr at y Comisiynydd ar 6 Mawrth 2018 cydnabu Mr Bennett:
- “Naturally, I am extremely disappointed that the Assembly Commission incurred costs of £9883 in this exercise, and I also incurred personal costs of £4533. This is highly regrettable and I should like to offer my apologies for the expense incurred by the Commission from public funds owing to this unfortunate set of circumstances.”⁵
- 11.** Mae'r Comisiynydd yn egluro yn ei adroddiad
- “Nid oes gennyf le o gwbl i amau bod Mr Bennett wedi cael budd personol o'r £9,883 a dalwyd. Yn wir, yr wyf yn fodlon ei fod wedi talu dros £4,500 o'i arian ei hun fel y nodir uchod. Cyfarfu'r Pwyllgor ddydd Mawrth 6 Tachwedd 2017 i drafod adroddiad y Comisiynydd. Roedd y Pwyllgor yn fodlon bod adroddiad y Comisiynydd yn cynnwys digon o wybodaeth i fod yn sail i'w drafodaethau. Gohebodd y Pwyllgor â'r Aelod dan sylw mewn perthynas â'i fwriad i ad-dalu £2,476.98 am y deunyddiau adeiladu, a chadarnhaodd Mr Bennett ei fod wedi rhoi cyfarwyddyd i'r gwasanaeth Cymorth Busnes i'r Aelodau i adennill y swm o'i gyflog.”
- 12.** Cyfarfu'r Pwyllgor unwaith eto ddydd Mawrth 18 Tachwedd 2017 er mwyn cytuno ar ei adroddiad ynghylch y gŵyn hon.

⁵ Llythyr oddi wrth Gareth Bennett AC at y Comisiynydd Safonau, 6 Mawrth 2018

Y broses o drafod penderfyniad y Pwyllgor

- 13.** Bu'r Pwyllgor yn trafod a dorrodd yr Aelod Reol Sefydlog 22.2(i).⁶
- 14.** Wrth ystyried p'un a dorrodd y rheol ai peidio, adolygodd y Pwyllgor y wybodaeth yn adroddiad y Comisiynydd, yn ogystal â barn y Comisiynydd fod rheol wedi'i thorri.
- 15.** Nododd y Pwyllgor fod yr Aelod dan sylw yn llwyr gydnabod bod ei weithredoedd yn torri'r cod ymddygiad a'i fod wedi cydweithredu'n llawn ag ymchwiliad y Comisiynydd.

Ar ôl adolygu adroddiad y Comisiynydd Safonau, mae'r Pwyllgor o'r farn bod amodau'r Cod Ymddygiad wedi'u torri gan Gareth Bennett AC, mewn cysylltiad â defnyddio adnoddau'r Cynulliad mewn modd amhriodol ac mewn cysylltiad â dwyn anfri ar y Cynulliad.

Argymhelliad y Pwyllgor – Cosbau posibl

- 16.** Ym marn y Pwyllgor mae achos o dorri'r cod gan unrhyw Aelod Cynulliad yn fater difrifol. Mae enw da Cynulliad Cenedlaethol Cymru, a ffydd a hyder y cyhoedd yn y sefydliad, yn dibynnu ar allu'r Aelodau i ddangos uniondeb ac arweiniad yn eu gweithredoedd.
- 17.** Mae'r Aelod wedi ysgrifennu at Gadeirydd y Pwyllgor yn dweud ei fod wedi rhoi cyfarwyddyd i'r gwasanaeth Cymorth Busnes i'r Aelodau i ddi-dynnu'r swm o £2476.98 mewn perthynas â'r deunyddiau adeiladu o'i gyflog ym mis Tachwedd.⁷

Argymhelliad 1. Mae'r Pwyllgor yn nodi bod yr Aelod wedi ymddiheuro'n llawn yn ei ohebiaeth ysgrifenedig at y Comisiynydd a'i fod wedi cytuno i ad-dalu'r arian am y deunyddiau adeiladu. Penderfyniad unfrydol y Pwyllgor yw y dylid argymhell i'r Cynulliad, yn unol â pharagraff 7.12(iv) o'r Weithdrefn ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad, fod methiant i gydymffurfio wedi'i ganfod ac y dylid ceryddu'r Aelod o dan Reol Sefydlog 22.10.

- 18.** Darparwyd copi o'r adroddiad hwn i'r Aelod dan sylw, a chafodd wybod hefyd am ei hawl i apelio o dan adran 8 o'r weithdrefn.⁸

⁶ Rheol Sefydlog 22.2(i)

⁷ Llythyr oddi wrth Gareth Bennett AC at Gadeirydd y Pwyllgor, 15 Tachwedd 2018

⁸ Gweithdrefn Cynulliad Cenedlaethol Cymru ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad

19. Mae Cadeirydd y Pwyllgor wedi cyflwyno cynnig (yn unol â Rheol Sefydlog 22.11 a pharagraff 9.1 o'r weithdrefn) yn galw ar y Cynulliad i gymeradwyo argymhelliad y Pwyllgor.

Materion yn codi o'r gŵyn hon

20. Mae'r Comisiynydd yn gwneud nifer o awgrymiadau i wella'r wybodaeth a ddarperir gan Aelod sy'n gwneud cais am daliad am wariant a wneir wrth sefydlu swyddfa ranbarthol neu etholaethol. Mae'n awgrymu y gofynnir i'r Aelodau wneud yr hyn a ganlyn:

- rhoi sicrwydd ei fod ef neu hi wedi ymweld yn bersonol â'r eiddo y mae'r hawliad yn ymwneud ag ef a bod yr eiddo yn addas at y diben a fwriedir;
- cadarnhau bod arolwg priodol wedi'i wneud o'r eiddo ac y cafwyd amcangyfrifon o gost gwaith angenrheidiol a bod y rheini o fewn y gyllideb;
- chadarnhau bod pob chwiliad ac ymholiad priodol wedi'i wneud a
- bod pob caniatâd a chydsyniad angenrheidiol yn eu lle ar gyfer ei ddefnydd bwriedig.

21. Mae'r Pwyllgor yn cymeradwyo awgrymiadau'r Comisiynydd ond **byddem yn argymhell bod rhywfaint o hyblygrwydd i Aelodau rhanbarthol nad ydynt yn dewis cael swyddfa barhaol**, ond yn hytrach bod â threfniant mwy hyblyg o ystyried natur y rôl ranbarthol.

22. Mae'r Pwyllgor hefyd yn nodi y gallai'r gofyniad am arolwg priodol a awgrymir gan y Comisiynydd fod yn eithaf costus, ac felly **byddem yn argymhell bod y Bwrdd Taliadau yn ystyried darparu lwfans penodol ar gyfer arolygon**, er mwyn sicrhau nad yw'r gost yn ffactor a fyddai'n eu hatal rhag cynnal yr arolwg.

23. Mae'r Pwyllgor yn nodi bod Mr Bennett yn ei ohebiaeth at y Comisiynydd yn cyfeirio at ei aelod o staff a sicrhaodd ddyfynbris yr adeiladwr ac a:

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

24. Nid yw'r Pwyllgor yn dymuno esgusodi'r Aelod dan sylw am y diffyg goruchwyliaeth hon wrth iddo sefydlu ei swyddfa newydd, ond **byddem yn argymhell bod y Bwrdd Taliadau yn ystyried caniatáu trosglwyddo cyfran o'r lwfans costau sefydlu swyddfa i Aelodau newydd o'r flwyddyn gyntaf ar ôl etholiad i'r**

flwyddyn ariannol ganlynol. Diben y lwfans hwn yw galluogi swyddfeydd newydd i gael eu sefydlu ac fe'i dyrennir o fewn blwyddyn ariannol gyntaf Cynulliad. Yn ystod y cyfnod hwn, mae nifer o bwysau eraill ar Aelodau Cynulliad sydd newydd eu hethol, a thrwy ganiatáu i ryw faint o'r arian gael ei gario drosodd, mae'n bosibl na fydd camgymeriad fel yn yr achos hwn yn cael ei ailadrodd.

25. Mae'r Pwyllgor hefyd yn nodi yn yr achos hwn bod yr Aelod dan sylw wedi dirprwyo cyfrifoldeb i rywun yn ei swyddfa oedd â phrofiad o ddelio ag eiddo. Mae hyn yn amlygu pryder i'r Pwyllgor. Efallai na fydd gan lawer o Aelodau sydd wedi cael eu hethol i'r Cynulliad brofiad na hyder wrth ddelio â phrydlesi eiddo, ac **felly mae'r Pwyllgor yn argymhell bod Comisiwn y Cynulliad yn llunio rhestr wirio i Aelodau sy'n awgrymu meysydd i'w hystyried a chamau i'w cymryd wrth ddod o hyd i swyddfa etholaeth.**

Oddi wrth: Syr Roderick Evans, Y Comisiynydd Safonau

At: Y Pwyllgor Safonau Ymddygiad

ADRODDIAD YMCHWILIAD FFURFIOL

Gareth Bennett AC

Y gŵyn

1. Ar 13 Chwefror 2018, yn unol â'i dyletswyddau fel Swyddog Cyfrifyddu Comisiwn y Cynulliad, cyfeiriodd Prif Weithredwr a Chlerc y Cynulliad fater ataf o dan adran 9 o Fesur Comisiynydd Safonau Cynulliad Cenedlaethol Cymru 2009, a oedd yn ymwneud â defnydd Gareth Bennet AC o'i Lwfans Costau Swyddfa. Yn ôl telerau'r adran, mae'n ofynnol i mi drin yr atgyfeiriad fel cwyn.
2. Mae'r mater yn deillio o ymgais Mr Bennett i sefydlu swyddfa ranbarthol. Dirprwyodd y dasg o ganfod eiddo addas a sefydlu'r swyddfa i aelod o staff ei swyddfa, sef A. Ar ddechrau 2017, canfuwyd swyddfa bosibl ar lawr cyntaf ac ail lawr eiddo o'r enw Angharad's, y Stryd Fawr, Pontypridd. Ar 8 Chwefror 2017, ymwelodd un o Reolwyr Diogelwch Comisiwn y Cynulliad â'r safle ac yn ogystal â rhoi sylw ar agweddau diogelwch yr eiddo, nododd hefyd fel a ganlyn: "the office is in a general state of disrepair across both floors with considerable work required to clear it out, redecorate and update electrics and plumbing" a hefyd "the building is leased as seen and therefore there is no scope to negotiate any building improvements or security enhancements in advance with the landlord". Dywedodd A wrthyf ei fod wedi cael tri amcangyfrif bras ar lafar ar gyfer y gwaith angenrheidiol ar y sail ei fod yn hyderus y gallai ddarparu'r swyddfa o fewn y gyllideb o £9,500 a oedd ar gael, yn ôl ei ddealltwriaeth ef.
3. Ar 24 Mawrth 2017, derbyniodd Mr Bennett y safle ar les. Roedd gan Mr Bennett gyfreithwyr yn gweithredu ar ei ran yn y trafodiadau hyn. Roedd y les am gyfnod o bron i bedair blynedd am rent blyneddol o £5,200. Talodd tîm Cymorth Busnes i'r Aelodau y

Y Pierhead
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—
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—
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Email: Standards.Commissioner@assembly.wales
—
We welcome correspondence in both English and Welsh

costau a oedd yn gysylltiedig â derbyn y safle ar les ac ar 29 Mawrth 2017, hawliodd Mr Bennett gyfanswm o £2,476.98 am ddeunyddiau adeiladu ar gyfer y swyddfa ranbarthol. I ategu'r hawliad hwnnw cyflwynwyd anfonebau gan gwmni Cyflenwadau Addurnwyr ac Adeiladwyr. Talwyd y cwmni'n uniongyrchol am y deunyddiau adeiladu gan Gymorth Busnes i'r Aelodau.

4. Ni feddiannodd Mr Bennett y safle a leswyd ganddo, ac ni chafodd y swyddfa ranbarthol arfaethedig fyth ei hagar. Erbyn haf 2017, sylweddolwyd fod y gost o wneud yr adeilad yn addas i'w ddefnyddio fel swyddfa yn afresymol. Yn ogystal â chael amcangyfrifon o gostau'r gwaith angenrheidiol, comisiynodd Mr Bennett arolwg o leithder yr adeilad ac asesiad o rent y safle, a chafodd y costau hynny hefyd eu talu gan y Tîm Cymorth Busnes i Aelodau. Ym mis Medi 2017, aeth Mr Bennett i drefniant gyda chyfreithwyr newydd er mwyn dod â'r les i ben, ac yn sgil y trafodaethau hynny daethpwyd â'r les i ben tua 18 Medi 2017. Y gost o derfynu'r brydles oedd ffioedd cyfreithiol o £4,203 ac yswiriant o £326.66. Gwrthododd tîm Cymorth Busnes i'r Aelodau dalu dim o'r costau hyn a thalwyd y cyfanswm o oddeutu £4,530 yn bersonol gan Mr Bennett.
5. Y gost i'r cyhoedd am ymgais aflwyddiannus Mr Bennett i agor swyddfa ranbarthol yw:

| Cost | Swm |
|---------------------------|---------------|
| Rhent | £5,200 |
| Ffioedd cyfreithiol y les | £768 |
| Yswiriant | £128 |
| Blaendal y Rhent | £500 |
| Arolwg Lleithder | £150 |
| Prisiad | £420 |
| Ffi'r Asiant Eiddo | £240 |
| Deunyddiau Adeiladu | £2,477 |
| | £9,883 |

Nid oes dim i'w ddangos am y gwariant hwn o bron i £10,000 o arian cyhoeddus, a'r gŵyn yw bod Mr Bennett wedi torri'r paragraffau a ganlyn o'r Cod Ymddygiad:

- (i) Paragraff 4(d)
 “Atebolrwydd: ...Ni ddylid gwneud unrhyw ddefnydd amhriodol o unrhyw daliad neu lwfans a roddir i Aelodau'r Cynulliad at ddibenion cyhoeddus...”
 a
- (ii) Paragraff 4(b)
 “Uniondeb: ...Dylai Aelodau'r Cynulliad bob amser ymddwyn mewn ffordd a fydd yn cynnal a chryfhau ffydd a hyder y cyhoedd yn unplygrwydd y Cynulliad ac osgoi unrhyw ymddygiad a fydd yn dwyn gwarth ar y Cynulliad neu ar ei Aelodau'n gyffredinol...”

Yr Ymchwiliad

6. Ar 2 Mawrth 2018, ysgrifennais at Mr Bennett, fel rhan o'm ymchwiliad rhagarweiniol, i ofyn am sylwadau ar yr atgyfeiriad, ac anfonodd ei ateb ataf mewn llythyr dyddiedig 6

Mawrth, ynghyd â nifer o ddogfennau atodol. Ysgrifennais yn gofyn am ragor o wybodaeth ganddo ac anfonodd ei ateb mewn llythyr dyddiedig 27 Mawrth. Rwy'n atodi'r tri llythyr hwnnw i'r adroddiad hwn. Nid wyf yn cynnwys yr atodiadau/dogfennau ychwanegol y cyfeirir atynt yn llythyrau Mr Bennett. Cyn belled ag y mae angen gwneud hynny, byddaf yn cyfeirio atynt a/neu eu crynhoi yn ystod yr adroddiad hwn. Fodd bynnag, mae'r holl ddogfennau ar gael i'r Pwyllgor os yw'r Aelodau am eu gweld.

7. Ar 9 Ebrill, cefais gyfweiliad â Mr Bennett ynghylch y gŵyn ac ar 16 Ebrill, a minnau bellach yn fodlon bod gofynion paragraff 3.1(i)-(vi) o'r Weithdrefn ar gyfer Ymdrin â Chwynion yn erbyn Aelodau'r Cynulliad wedi'u bodloni a bod y gŵyn yn dderbyniadwy, hysbysais Mr Bennett fy mod yn mynd ymlaen i'r cam ymchwilio ffurfiol.
8. Yn ôl yr hyn a ddywedodd Mr Bennett wrthyf, roedd yr aelod o staff (A) yr oedd Mr Bennett wedi dirprwyo'r dasg o ganfod eiddo ar gyfer swyddfa ranbarthol iddo, yn rhywun oedd â chefnidir mewn datblygu eiddo ac felly roedd ganddo hyder y gallai A wneud hyn ar ei ran. Cadarnhaodd A wrthyf fod ganddo gefndir o'r fath mewn datblygu eiddo, a dywedodd Mr Bennett wrthyf ar 9 Ebrill nad oedd ganddo'r amser na'r awydd i ymwneud yn bersonol â'r prosiect. Pan gafodd y les ei llofnodi ar 24 Mawrth, nid oedd Mr Bennett fyth wedi ymweld â'r safle yr oedd wedi'i gymryd ar les. Mae'n cyfeirio (paragraff 2, llythyr 27 Mawrth 2018) at ei ddibyniaeth ar A ac at ddisgrifiad yr asiant gosod a'r ffotograffau o'r eiddo a awgrymai iddo fod yr eiddo mewn cyflwr rhesymol ac mai bach iawn o waith yr oedd angen ei wneud i'w addasu'n swyddfa.
9. Yn ei lythyr ataf i ar 27 Mawrth, dywedodd Mr Bennett (paragraff 3) nad oedd yn cofio iddo gael ei gynghori gan y cyfreithwyr a oedd yn gweithredu ar ei ran yn y mater o gaffael y les na ddylai lofnodi'r les. Tynnwyd ei sylw at y cyngor hwn, meddai, gan A, gryn dipyn yn ddiweddarach ac ar ôl i'r problemau gyda'r eiddo ddod i'r amlwg. Cadarnhaodd yr anallu hwn i gofio mewn cyfweiliad â mi ar 9 Ebrill ac mewn llythyr dilynol dyddiedig 21 Awst, sydd yn atodedig. Ar y ddau achlysur hyn dywedodd hefyd nad oedd yn cofio lofnodi unrhyw fath o hawliadiad mewn perthynas â chyngor y cyfreithiwr.
10. Yn fy nghyfweliad â Mr Bennett ar 9 Ebrill, cytunodd i lofnodi dogfen ryddhau er mwyn imi weld ffeil y cyfreithiwr a fu'n ymwneud â'r les. Lluniais ddrafft o dogfen ryddhau, ac fe'i llofnodwyd gan Mr Bennett. Y dyddiad sydd arni yw 5 Mai ac fe'i hanfonwyd at y cyfreithwyr ar 8 Mai. Ar 6 Mehefin derbyniodd fy swyddfa e-bost gan y cyfreithwyr, sy'n atodedig. Mae'n cadarnhau bod Mr Bennett wedi cael ei gynghori i beidio â lofnodi'r les a'i fod wedi lofnodi dogfen yn indemnio'r cyfreithwyr oherwydd ei fod wedi gweithredu yn groes i'r cyngor a gafodd ganddynt.
11. Maes o law, archwiliais y ffeil gyfan a detholais ohoni rai dogfennau perthnasol, sy'n atodedig. Y dogfennau hynny yw:
 - indemnïad a lofnodwyd gan Mr Bennett ar 22 Mawrth 2017;
 - nodyn yn y ffeil yn ymwneud ag ymweliad Mr Bennett â'r cyfreithiwr y diwrnod hwnnw; a

- nodyn yn y ffeil sy'n ymwneud â galwad ffôn rhwng y cyfreithiwr a Mr Bennett ar 6 Mehefin lle mae'r cyfreithiwr yn cofnodi Mr Bennett yn dweud ei fod yn gwybod bod ganddi yn y ffeil nodyn presenoldeb yn cofnodi ei chynghor i beidio â bwrw ymlaen â'r les ac indemniad wedi'i lofnodi.

12. Aeth A ar wyliau ddiwedd mis Mawrth 2017. Cyn gwneud hynny rhoddodd allwedd yr adeilad i adeiladwr (B). Wedi hynny, ar ôl cyfnod o absenoldeb tosturiol ac absenoldeb oherwydd salwch, ni ddaeth A yn ôl i'r gwaith. Daeth ei gyfnod yng nghyflogaeth Mr Bennett i ben ar 22 Mawrth 2018.
13. Yn absenoldeb A, aeth aelod arall o staff Mr Bennett i nôl yr allwedd gan yr adeiladwr ac aeth i mewn i'r adeilad ar 13 Mehefin 2017. Yr oedd yn ymddangos fel petai rhywfaint o waith wedi'i wneud yn yr adeilad (gweler paragraffau 18 ac 19 isod).
14. Ar ôl i aelodau o staff Mr Bennett archwilio'r eiddo yn fanylach, gwelwyd ei fod mewn cyflwr gwael yn gyffredinol a bod lleithder wedi treiddio i'r ddau lawr. Ymwelodd Mr Bennett â'r safle ar 27 Gorffennaf 2017; dyma'r tro cyntaf iddo ymweld â'r lle. Cafwyd amcangyfrifon o gost y gwaith yr oedd angen ei wneud. Dyfynbris un adeiladwr oedd £19,975, cyflwynodd un arall ddyfynbrisiau o £9,840 ac £16,500 yn dibynnu ar y gwaith yr oedd angen ei wneud. Roedd y symiau hyn yn anghyson â'r lwfansau sydd ar gael a dywedodd Mr Bennett wrthyf y penderfynwyd, mewn cyfarfod â Chymorth Busnes i'r Aelodau, i gomisiynu prisiad rhent ac arolwg o'r lleithder yn yr eiddo. Mae'r costau hynny yn y tabl ym mharagraff 5 uchod.
15. Daeth yr asesiad o'r rhent i'r casgliad y byddai'r rhent o £5,200 y flwyddyn yn briodol pe bai'r eiddo wedi'i adnewyddu'n llwyr. Fodd bynnag, nid oedd modd meddiannu'r eiddo yn y cyflwr yr oedd ynddo ar y pryd. Serch hynny, yn y brydles roedd Mr Bennett wedi cyfamodi i gadw'r adeilad mewn cyflwr da a chadarn ac yn lân a thaclus (Cymal 3.1.6); glanhau ac atgyweirio pob gorchudd llawr yn yr adeilad mor aml ag a oedd yn rhesymol angenrheidiol ac yn ystod tri mis olaf y tymor eu hadnewyddu a rhoi gorchuddion llawr eraill yn eu lle o liw ac ansawdd a gymeradwyir gan y landlord (Cymal 3.1.7); ac addurno'r tu mewn a'r tu allan i'r adeilad mor aml ag a oedd yn rhesymol angenrheidiol a hefyd yn ystod tri mis olaf y tymor (Cymal 3.1.8). Gallai'r gost o gydymffurfio â'r Rheoliadau Tân fod yn sylweddol ac nid oedd cyflwr yr eiddo wedi'i adlewyrchu yn y les. Daeth problemau mawr i'r amlwg yn sgil yr arolwg o leithder yr adeilad.
16. Dywedodd Mr Bennett wrthyf y penderfynwyd, mewn cyfarfod arall gyda Chymorth Busnes i'r Aelodau, y dylid cysylltu â'r landlord i geisio datrys problemau'r eiddo neu i ddod â'r les i ben. Ar 7 Medi 2017, ysgrifennodd cyfreithwyr a gyfarwyddwyd gan Mr Bennett at y landlord a disgrifiwyd yr eiddo fel a ganlyn:

“...external render is in a poor state of repair; the rainwater goods are defective; there is no electricity to the first floor of the premises; the windows are defective and there is evidence of extensive damp penetration in the roof void. These issues are your responsibility, have and are continuing to cause physical harm to the premises in the form of extensive damp penetration.”

Maes o law, daethpwyd â'r les i ben drwy gytundeb (gweler paragraff 4 uchod).

17. Yr eitem olaf yn y tabl ym mharagraff 5 yw deunyddiau adeiladu a gostiodd £2,476.98. Mae'r llinyn o negeseuon e-bost a roddwyd imi gan Mr Bennett yn dangos y cyrhaeddodd y deunyddiau yr adeilad ar 31 Mawrth 2017, neu cyn hynny, er mwyn i'r gost gael ei dyrannu i gyllideb 2016/17. Fodd bynnag, nid wyf wedi gallu darganfod i sicrwydd pwy a archebodd y deunyddiau na beth ddigwyddodd iddynt. Mae A wedi dweud wrthyf ei fod, ar ôl i'r les gael ei llofnodi, wedi rhoi'r allwedd i B fel y gallai baratoi dyfynbris ysgrifenedig o gost y gwaith angenrheidiol ac i wneud copïau o'r allwedd i er mwyn eu rhoi i adeiladwyr eraill fel y gallent hwythau hefyd baratoi dyfynbrisiau. Dywed A nad oedd wedi gofyn i'r adeiladwr (B) archebu deunyddiau na gwneud unrhyw waith ar yr adeilad. Fodd bynnag, mae'r llinyn e-bost a grybwyllir uchod yn dangos yn glir bod A, a oedd ar yr adeg berthnasol dramor ar wyliau, yn gwybod bod y deunyddiau wedi'u harchebu. Mae'r e-byst yn dangos hefyd ei fod yn ymwneud â threfnu bod y dogfennau - a ddaeth gyda'r deunyddiau i'r eiddo - yn cael eu casglu oddi yno a'u rhoi i'r Tîm Cymorth Busnes i Aelodau er mwyn iddynt gael eu talu o gyllideb 2016/17.
18. Gan na ddychwelodd i'r gwaith, dywed A wrthyf nad yw'n gwybod beth ddigwyddodd i'r deunyddiau adeiladu. Yn ei lythyr dyddiedig 6 Mawrth 2018, dywedodd Mr Bennett wrthyf ei bod yn edrych yn debyg bod camddealltwriaeth sylfaenol wedi digwydd. Roedd yr adeiladwr yn credu fod y gwaith wedi'i ddyfarnu iddo, meddai, ac yn ystod wythnos dawel, pan nad oedd ganddo unrhyw waith arall i'w wneud, aeth i mewn i'r swyddfa a dechrau clirio, ailaddurno a chodi parwydydd. Dywed Mr Bennett wrthyf fod y casgliad hwn yn seiliedig ar sylwadau aelodau o'i staff a ymwelodd â'r eiddo ar 13 Mehefin 2017. Roeddent wedi sylwi bod parwydydd wedi'u codi gan ddefnyddio pren a phlastrfwrdd a oedd yn cyfateb i'r disgrifiad o'r deunyddiau adeiladu ar yr anfonebau am y deunyddiau a gyrhaeddodd y safle ddiwedd mis Mawrth. Mae'r ffotograffau a dynnwyd ar y pryd yn dangos parwydydd nad ydynt i'w gweld yn y ffotograffau yn nisgrifiad yr asiant gosod o'r eiddo.
19. Dywed Mr Bennett wrthyf nad yw'r adeiladwr (B) wedi gofyn am dâl am wneud unrhyw waith yn yr adeilad ac nad yw wedi cael unrhyw arian gan ei swyddfa. Serch hynny, yn ôl y dystiolaeth ger fy mron, mae'n rhesymol dod i'r casgliad bod rhai o'r deunyddiau adeiladu, o leiaf, wedi cael eu defnyddio yn yr eiddo a leswyd, er nad ydynt wedi bod o unrhyw fudd cyhoeddus.
20. Mewn gohebiaeth ataf i mae Mr Bennett yn ymddiheuro am y gost i'r coffrau cyhoeddus a achoswyd gan ei fethiant i agor swyddfa ranbarthol ond teimla nad yw wedi gwneud dim o'i le; dirprwyodd dasg i berson a oedd yn gymwys i'w chyflawni, cafodd y gweithdrefnau a sefydlwyd eu dilyn, a chododd amgylchiadau a oedd y tu hwnt i'w reolaeth. Dywed ei fod wedi penderfynu peidio ag agor swyddfa ranbarthol yn y dyfodol ac y bydd hynny, felly, yn arbed arian a fydd yn gwneud iawn am y golled.
21. Yn ei lythyr dyddiedig 6 Mawrth 2018, dywed Mr Bennett fel a ganlyn:

“Naturally, I am extremely disappointed that the Assembly Commission incurred costs of £9,883 in this exercise, and I also incurred personal costs of £4,533.

This is highly regrettable and I should like to offer my apologies for the expense incurred by the Commission from public funds owing to this unfortunate set of circumstances.....

Finally, I also consider that the fact that I paid legal fees of £4,533 from my own funds in order to secure an exit from the lease and to ensure that there was no further exposure to the public purse, was a gesture of good faith and my personal regret for the situation that arose, for which I offer my formal apology.”

22. Yn sgil ymholiad gennyf i a oedd ganddo ef neu ei blaid unrhyw gynigion i wneud iawn am y golled, atebodd Mr Bennett fel a ganlyn mewn llythyr dyddiedig 27 Mawrth 2018:

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

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

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

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

23. Yn sgil fy ymholiadau, daeth i'r amlwg nad yw Mr Bennett wedi ad-dalu'r swm o £2,476.98.

Ffeithiau a ganfu'r Comisiynydd

24. Dyma'r ffeithiau perthnasol nad oes amheuaeth yn eu cylch:

- (i) Pe bai Mr Bennett wedi agor swyddfa ranbarthol, byddai'r taliadau a hawliwyd gan Mr Bennett wedi bod yn briodol ac o fewn y Penderfyniad a wnaed gan y Bwrdd Taliadau.

- (ii) Nid oes gennyf le o gwbl i amau bod Mr Bennett wedi cael budd personol o'r £9,883 a dalwyd. Yn wir, yr wyf yn fodlon ei fod wedi talu dros £4,500 o'i arian ei hun fel y nodir uchod.
- (iii) Cyn llofnodi'r les ni wnaed unrhyw arolwg nac archwiliad digonol arall o'r eiddo ac ni chafwyd amcangyfrifon proffesiynol o'r gost o adnewyddu'r eiddo i safon y gellid ei feddiannu fel swyddfa ranbarthol.
- (iv) Hyd yn oed a derbyn bod gan A brofiad fel datblygwr eiddo, ar ysgwyddau Mr Bennett oedd y cyfrifoldeb am ddefnyddio arian cyhoeddus; mae'n cyfaddef hynny, ac fe ddylai fod wedi goruchwyllo'r prosiect yn briodol, ond ni wnaeth hynny. Mae dibynnu ar y ffaith na wnaeth y Tîm Cymorth Busnes i Aelodau ddim i'w rwystro rhag llofnodi'r les yn gyfeiliornus. Methodd â sicrhau bod arolwg ac amcangyfrifon o gost y gwaith yn cael eu gwneud ac ni wnaeth hyd yn oed ymweld â'r eiddo i sicrhau ei fod yn addas.
- (v) Mae'r Rheolau a'r Canllawiau ar Ddefnyddio Adnoddau'r Cynulliad yn datgan bod gan "yr Aelodau gyfrifoldeb personol am yr holl dreuliau ac adnoddau a ddefnyddir yn eu henw."
- (vi) Llofnododd Mr Bennett les yr oedd ganddi, o ystyried cyflwr yr eiddo, gymalau atgyweirio amhriodol o feichus, heb sicrhau bod yr archwiliadau arferol wedi'u gwneud ar yr eiddo na sicrhau y cafwyd y caniatâd angenrheidiol.
- (vii) Llofnododd Mr Bennett y les yn groes i gyngor y cyfreithwyr a oedd yn gweithredu ar ei ran. Talwyd ffioedd y cyfreithwyr hynny o'r coffrau cyhoeddus ac o ystyried y nodyn yn ffeil y cyfreithiwr dyddiedig 6 Mehefin 2018 ni allaf gadarnhau fy mod yn derbyn datganiad Mr Bennett nad yw'n cofio iddo gael y cyngor hwnnw na llofnodi dogfen yn indemnio'r cyfreithwyr.
- (viii) Aeth y brys i sicrhau cyllid ar gyfer prosiect y swyddfa ranbarthol o gyllideb blwyddyn ariannol 2016/17 yn drech na phwyll, cyngor proffesiynol a'r arferion safonol ar gyfer caffael eiddo.
- (ix) Mae'r dogfennau'n dangos bod Mr Bennett yn gwybod bod y deunyddiau adeiladu wedi cael eu harchebu oherwydd ef wnaeth lofnodi'r ffurflenni yn hawlio'r tâl amdanynt oddi wrth y tîm Cymorth Busnes i'r Aelodau. Mae'r modd yr ymdriniwyd â gwerth bron i £2,500 o ddeunyddiau adeiladu yn symptomatig o oruchwyliaeth annigonol Mr Bennett o'r prosiect hwn.

Casgliadau

25. Yn fy marn i, mae'n anodd credu y byddai dinesydd preifat, sy'n chwilio am adeilad ar les at ei ddefnydd ei hun ac ar ei gost ei hun wedi llofnodi les eiddo heb ymweld â'r eiddo hwnnw i fodloni ei hun ei fod yn addas, a hynny heb arolwg nac amcangyfrif o gost y gwaith angenrheidiol ac yn groes i gyngor proffesiynol i beidio â llofnodi'r les. Mae'r cyfrifoldeb o sicrhau gwerth am arian hyd yn oed yn fwy pan fo'r arian hwnnw yn arian cyhoeddus.
26. Rwyf wedi ystyried paragraffau 4(d) a 4(b) o'r Cod Ymddygiad; mae'r rhannau perthnasol ohonynt i'w gweld ym mharagraff 5 uchod. Rwy'n dehongli'r gair "amhriodol" yn yr ystyr nad oes angen prawf o anonestrwydd wrth ddefnyddio taliad neu lwfans. Gall "defnydd amhriodol" fod yn ganlyniad i ymddygiad sy'n llai o drwch blewyn nag anonestrwydd, fel

ymddygiad di-hid neu fethu ag arfer gofal neu oruchwyliaeth ddigonol. Yr wyf yn fodlon, o ran y prosiect hwn i sefydlu swyddfa ranbarthol, nad oedd Mr Bennett wedi arfer gofal na goruchwyliaeth ddigonol; a'i fod wedi gweithredu'n ddi-hid wrth lofnodi'r brydles heb sicrhau bod yr arolygon a'r amcangyfrifon angenrheidiol wedi'u gwneud, a hynny yn groes i gyngor proffesiynol, cyngor yr oedd arian cyhoeddus yn talu amdano. Nid yw'r cyhoedd wedi gweld unrhyw fudd am wariant o bron i £10,000 ac nid yw hynny'n cryfhau ymddiriedaeth a hyder y cyhoedd yn uniondeb y Cynulliad, ac mae'n dwyn anfri ar y Cynulliad a'i Aelodau.

27. Felly, yr wyf yn dod i'r casgliad bod Mr Bennett wedi gweithredu'n groes i baragraffau 4(b) a 4(d) o'r Cod Ymddygiad, a bod y mater felly'n ddarostyngedig i ymdriniaeth y Pwyllgor Safonau Ymddygiad o dan Reol Sefydlog 22.2.

Gofynion o dan y Weithdrefn ar gyfer Ymdrin â Chwynion

28. Rwy'n cadarnhau bod yr Aelod dan sylw a Phrif Weithredwr a Chlerc y Cynulliad wedi cael drafft o'r adroddiad hwn ac nad oeddent yn dymuno codi unrhyw anghywirdeb ffeithiol ynddo.

Atodiadau

29. Atodaf y dogfennau a ganlyn i'r adroddiad hwn:

- (i) Llythyr dyddiedig 6 Mawrth 2018 oddi wrth Mr Bennett at y Comisiynydd
- (ii) Llythyr dyddiedig 23 Mawrth 2018 oddi wrth y Comisiynydd at Mr Bennett
- (iii) Llythyr dyddiedig 27 Mawrth 2018 oddi wrth Mr Bennett at y Comisiynydd
- (iv) Llythyr dyddiedig 21 Awst 2018 oddi wrth Mr Bennett at y Comisiynydd
- (v) Indemniad wedi'i lofnodi gan Mr Bennett dyddiedig 22 Mawrth 2017
- (vi) Nodyn yn ffeil y cyfreithiwr dyddiedig 24 Mawrth 2017
- (vii) Nodyn yn ffeil y cyfreithiwr dyddiedig 6 Mehefin 2018
- (viii) E-bost gan y cyfreithiwr dyddiedig 6 Mehefin 2018
- (ix) Anfonebau a hawliadau dyddiedig 28 a 29 Mawrth 2017 yn y drefn honno.

Materion eraill

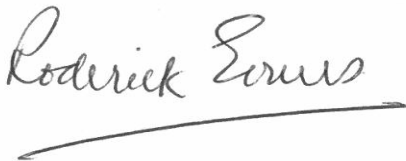
30. Yn unol â'r swyddogaethau a roddwyd i mi o dan adran 7 o Fesur Comisiynydd Safonau Cynulliad Cenedlaethol Cymru 2009, rwyf wedi ysgrifennu at Brif Weithredwr a Chlerc y Cynulliad a'r Bwrdd Taliadau yn awgrymu y dylid ystyried ail-archwilio'r wybodaeth y mae'n rhaid i Aelod Cynulliad ei rhoi i'r Tîm Cymorth Busnes i Aelodau wrth wneud cais i dalu gwariant yr eir iddo wrth sefydlu swyddfa ranbarthol neu etholaethol. Yng ngoleuni'r materion yr wyf wedi'u hystyried yn yr achos hwn, gallai'r math o wybodaeth y gallai fod yn briodol i Aelod ei darparu gynnwys:

- sicrwydd gan yr Aelod ei fod ef neu hi wedi ymweld yn bersonol â'r safle y mae'r hawliad yn ymwneud ag ef a bod yr eiddo yn addas at y diben y bwriedir ei wneud ohono;
- cadarnhad bod arolwg priodol wedi'i wneud o'r eiddo ac y cafwyd amcangyfrifon o gost y gwaith angenrheidiol a bod y rheini o fewn y gyllideb;
- cadarnhad bod pob chwiliad ac ymholiad priodol wedi'i wneud ac y cafwyd pob cydsyniad a chaniatâd angenrheidiol ar gyfer y defnydd y bwriedir ei wneud o'r safle.

Nid yw'r awgrymiadau hyn yn effeithio mewn unrhyw fodd ar fy nghasgliadau uchod.

31. Yr wyf, wrth gwrs, yn gwybod enw'r adeiladwr ac enw'r aelod o staff Mr Bennett, y cyfeirir ato uchod, y dirprwywyd iddo'r dasg o ganfod swyddfa ranbarthol. Fodd bynnag, yn fy marn i nid yw'n angenrheidiol eu henwi ar hyn o bryd ac felly rwyf wedi cyfeirio atynt yn ddiennw yn yr adroddiad ac wedi cuddio'u henwau yn y dogfennau atodedig.

5 Hydref 2018



Syr Roderick Evans
Y Comisiynydd Safonau
Standards Commissioner



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

Dyddiad | Date: 6 March 2018

Dear Sir Roderick

Pwnc | Subject: Regional Office

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

Yours sincerely

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

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

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

23 March 2018

Dear Mr Bennett,

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

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

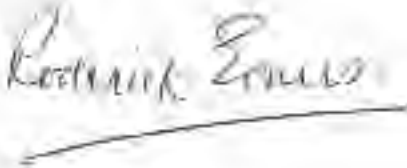
1. You signed the lease on 22nd March 2017. Had you by that time visited the premises yourself? If so, when was that? If not, why not and when did you first visit them?
2. What was the state of your knowledge of the condition of the property when you signed the lease and on what was that knowledge based?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

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

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

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

Yours sincerely,

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

Sir Roderick Evans
Y Comisiynydd Safonau/Standards Commissioner



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

Dyddiad | Date: 27 March 2018

Dear Sir Roderick,

Pwnc | Subject: Regional Office

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

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





Gareth Bennett

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

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

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

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

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





Gareth Bennett

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

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

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

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

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

Yours sincerely

Gareth Bennett

Assembly Member for South Wales Central

Aelod Cynulliad dros Canol De Cymru

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





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

Dyddiad | Date: 21 August 2018

Dear Sir Roderick,

Pwnc | Subject: Regional Office

Thank you for your letter dated 9 August 2018.

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

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

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

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





Gareth Bennett

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

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

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

Yours sincerely

Gareth Bennett

Assembly Member for South Wales Central

Aelod Cynulliad dros Canol De Cymru



Attendance Note

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

Attendance Note

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

[REDACTED]

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

Sensitivity: [REDACTED]

Dear [REDACTED]

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

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

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

Kind regards

[REDACTED]
Director

Ffôn/Phone: [REDACTED]

Ffacs/Fax: [REDACTED]

E-bost/E-Mail: [REDACTED]

Cyfeiriad/Address: [REDACTED]
[REDACTED]

[REDACTED]

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

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

Sent: 06 June 2018 09:32

To: [REDACTED]

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

OFFICE COSTS ALLOWANCE – CLAI

Appendix 3

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

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

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

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

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

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE – CLAIM FORM

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

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

| |
|---|
| |
| ✓ |
| |

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

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

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

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE – CLAIM FORM

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

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

| |
|---|
| |
| ✓ |
| |

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

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

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

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

OFFICE COSTS ALLOWANCE – CLAIM FORM

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

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

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

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

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

SIGNED Gareth Bennett A.M. PRINTED NAME GARETH BENNETT

Date 29/3/2017

Gareth Bennett AC
Drwy e-bost

6 Tachwedd 2018

Cynulliad Cyfyngedig: Adroddiad y Comisiynydd Safonau

Annwyl Gareth

Cyfarfu'r Pwyllgor Safonau Ymddygiad ar 6 Tachwedd i ystyried adroddiad y Comisiynydd Safonau yn ymwneud â'ch defnydd chi o'ch Lwfans Costau Swyddfa.

Nodwn yn eich llythyr at y Comisiynydd dyddiedig 27 Mawrth 2018 eich bod yn datgan fel a ganlyn:

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

Fodd bynnag, yn ei adroddiad i'r Pwyllgor dywed y Comisiynydd fod ei ymholiadau'n datgelu “nad yw Mr Bennett wedi ad-dalu'r swm o £2,476.98”. Er mwyn ein cynorthwyo i wneud penderfyniad terfynol, hoffai'r Pwyllgor wybod beth yw'ch bwriad mewn perthynas â'r swm hwn. Os ydych chi'n bwriadu ad-dalu'r swm hwn, byddem yn croesawu cadarnhad eich bod wedi gwneud y trefniadau angenrheidiol gyda'r tîm Cymorth Busnes i'r Aelodau i ad-dalu'r swm hwn naill ai mewn rhandaliadau neu mewn un swm cyfan.

Byddwn yn ddiolchgar pe baech yn ateb y llythyr hwn erbyn 14 Tachwedd 2018.

Yn gywir



Jayne Bryant
Cadeirydd





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

Dyddiad | Date: 22 November 2018

Assembly Restricted: Report from Commissioner for Standards

Dear Jayne

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

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

Yours sincerely

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

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

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

