



House of Commons
Committee on Standards

Boris Johnson

First Report of Session 2021–22

*Report, together with formal minutes relating
to the report*

*Ordered by the House of Commons
to be printed 8 July 2021*

Committee on Standards

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

Current membership

[Chris Bryant MP](#) (*Labour, Rhondda*) (Chair)

[Tammy Banks](#) (*Lay member*)

[Jane Burgess](#) (*Lay member*)

[Andy Carter MP](#) (*Conservative, Warrington South*)

[Alberto Costa MP](#) (*Conservative, South Leicestershire*)

[Rita Dexter](#) (*Lay member*)

[Allan Dorans MP](#) (*Scottish National Party, Ayr, Carrick and Cumnock*)

[Chris Elmore MP](#) (*Labour, Ogmore*)

[Mark Fletcher MP](#) (*Conservative, Bolsover*)

[Sir Bernard Jenkin MP](#) (*Conservative, Harwich and North Essex*)

[Dr Michael Maguire](#) (*Lay member*)

[Mehmuda Mian](#) (*Lay member*)

[Dr Arun Midha](#) (*Lay member*)

[Paul Thorogood](#) (*Lay member*)

Powers

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

Publications

© Parliamentary Copyright House of Commons 2021. This publication may be reproduced under the terms of the Open Parliament Licence, which is published at www.parliament.uk/site-information/copyright-parliament/.

Committee reports are published on the Committee's website at www.parliament.uk/standards and in print by Order of the House.

Committee staff

The current staff of the Committee are Paul Connolly (Media Relations Manager), Arvind Gunnoo (Committee Operations Officer), Dr Robin James (Clerk), and Stuart Ramsay (Second Clerk).

Contacts

All correspondence should be addressed to the Clerk of the Committee at the Committee's email address, standards@parliament.uk. The telephone number for general enquiries is 020 7219 6615.

Contents

Report	3
The Commissioner’s findings	3
Mr Johnson’s position	5
The Committee’s consideration of the case	5
Was Mr Johnson required to register his visit?	5
Who funded the holiday?	6
Initial evidence	7
Additional enquiries	8
Has Mr Johnson conscientiously fulfilled the House’s requirements?	9
Conclusions	10
Concluding comments: advice to Members	11
Appendix 1: Memorandum from the Parliamentary Commissioner for Standards - Rt Hon Boris Johnson MP	13
Summary	13
Report	14
Background	14
Relevant rules of the House	15
My Inquiry	15
Evidence	16
Statement of Facts	22
Analysis	22
Mr Johnson’s comments on a draft of this Memorandum	29
Mr Johnson’s comments on a second draft of this Memorandum	31
Conclusion	31
Appendix 2: Written evidence from Rt Hon Boris Johnson MP dated 28 May 2021	33
Appendix 3: Correspondence between the Committee Chair and Rt Hon Boris Johnson MP	36
Appendix 4: Correspondence between the Committee Chair and Mr David Ross	41
Appendix 5: Correspondence between the Committee Chair and Mrs Sarah Richardson	43
Formal minutes	45
Published written evidence	46

Report

1. This Report arises from a complaint to the Parliamentary Commissioner for Standards that Rt Hon Boris Johnson MP had breached paragraph 14 of the Code of Conduct in relation to an entry in the Register of Members' Financial Interests concerning holiday accommodation provided to him on the island of Mustique in St Vincent and the Grenadines between 26 December 2019 and 5 January 2020.

2. The Commissioner has supplied us with a memorandum relating to these matters, which we publish as an appendix to this report.¹As we set out below, we made further enquiries of our own; the letters we sent and the responses we received are published as appendices to this report.² Full details of the Commissioner's inquiry and her findings are set out in the memorandum. We shall summarise them briefly before setting out our own analysis and conclusions.

The Commissioner's findings

3. Mr Johnson sought and was offered the use of a villa owned by Mr David Ross, a friend of Mr Johnson and a political supporter of the Conservative Party, on the island of Mustique, for him and his partner between 26 December 2019 and 5 January 2020. In the event Mr Ross's villa was unavailable for those dates, but another villa on the island, Indigo, which was not owned by Mr Ross, was provided.³ This was the villa in which Mr Johnson and his partner stayed during the period. Mr Johnson did not pay any accommodation costs for his stay, although he met all other costs.

4. On 24 January 2020 Mr Johnson's office emailed the Registrar's office with the following wording for a registration: "Nature and value of benefit in kind: My partner and I received hospitality in the form of use of a private house organised by a friend, Mr David Ross. The approximate value of renting the property for this period was £15,000. I paid for all other expenses, including flights."⁴ Following editing changes agreed between the Registrar and Mr Johnson's office, his registration appeared in the usual format in the Register of Members' Financial Interests on 27 January 2020, as follows:

Name of donor: Mr David Ross

Address of donor: private

*Nature and value of benefit in kind (or amount of any donation):
accommodation for a private holiday for my partner and me, value £15,000*

Destination of visit: St Vincent and the Grenadines

Dates of visit: 26 December 2019 to 5 January 2020

Purpose of visit: private holiday.

(Registered 27 January 2020)

1 Appendix 1. The accompanying written evidence is published on the Committee's webpages.

2 Appendix 3, Appendix 4, Appendix 5

3 Appendix 1, paragraph 44

4 WE 29 (letter from Mr Johnson to the Commissioner, 15 January 2021)

5. Paragraph 14 of the Code of Conduct states that:

Members shall fulfil conscientiously the requirements of the House in respect of the registration of interests in the Register of Members' Financial Interests. They shall always be open and frank in drawing attention to any relevant interest in any proceeding of the House or its Committees, and in any communications with Ministers, Members, public officials or public office holders.⁵

6. Paragraph 31 of Chapter 1 of the Guide to the Rules provides that Members must register "any visits to destinations outside the UK where the cost is over £300 if that cost is not wholly borne by the Member or by UK public funds".⁶ Paragraph 36 of that Chapter provides that the Member must provide the following details:⁷

- a) *The name and address of the person or organisation funding the visit;*
- b) *The amount of any payment, and/or the nature and value of any donation in kind such as flights and accommodation;*
- c) *The destination of the visit;*
- d) *The date(s) of the visit;*
- e) *The purpose of the visit.*

7. The Commissioner concluded that Mr Johnson was required under the House's rules to register the holiday accommodation he received.⁸

8. Mr Johnson named Mr Ross as the donor in his Register entry (see paragraph 4 above). The Commissioner agreed that Mr Johnson was correct to include the name of Mr Ross, since he was the person who facilitated the visit.⁹ She found, however, that if another person had provided funds or a benefit in kind, Mr Johnson should also have given the details of whoever funded his holiday accommodation in the first instance.¹⁰ The Commissioner stated that she was unable to establish the arrangements, if any, for funding the accommodation.

9. The Commissioner did not conclude that Mr Johnson's Register entry was inaccurate since, as she notes, she was unable to conclude what Mr Johnson's Register entry should have contained.¹¹ The Commissioner was told by the Mustique Company that they were prohibited by law from disclosing information relating to the arrangements for the use or rental of villas on the Island. The Commissioner stated that supplying the missing information was the responsibility of the Member.¹²

5 [Code of Conduct and Guide to the Rules relating to the Conduct of Members](#) (January 2019) (HC 1882), paragraph 14

6 Guide to the Rules, Chapter 1, paragraph 31

7 Guide to the Rules, Chapter 1, paragraph 36

8 Appendix 1, paragraph 88

9 Appendix 1, paragraph 97

10 Appendix 1, paragraph 56

11 Appendix 1, paragraph 95

12 Appendix 1, paragraph 95

10. The Commissioner found Mr Johnson in breach of paragraph 14 of the Code because he did not “make sufficient inquiries to establish the full facts about the funding arrangements for his free accommodation, either before his holiday, as he should have done, or in 2020”.¹³ The Commissioner stated that these enquiries should have included inquiring “definitively who was to fund the free accommodation he had been offered, and what arrangements had been made to pay for it” before accepting free holiday accommodation; and making further enquiries into the funding arrangements of the holiday accommodation during her investigation in response to her requests to do so.¹⁴

11. During her investigation, the Commissioner considered whether £15,000 was an accurate value of the accommodation provided. Based on the evidence provided to her during the investigation, she concluded that she had no reason to dispute the valuation.¹⁵

Mr Johnson’s position

12. Mr Johnson does not agree with the Commissioner’s conclusions. His submissions to the Commissioner, and his further written evidence to this Committee, set out his reasoning. Mr Johnson maintains that his Register entry was correct since he holds that his holiday accommodation was a benefit in kind from Mr Ross, and that he made this entry in good faith. Mr Johnson also submitted that he has provided “all such assistance” that he was in a position to provide to the Commissioner during her inquiry, and that it is not clear what further enquiries he ought to have made before or during the investigation.¹⁶

The Committee’s consideration of the case

13. When considering allegations against Members, the Commissioner and the Committee normally require allegations to be proved on the balance of probabilities, namely that they are more likely than not to be true, and we have done so in this case.¹⁷

14. We set out our analysis and conclusions under three questions:

- a) Was Mr Johnson required to register his visit?
- b) If so, was the visit a benefit in kind from Mr Ross, as Mr Johnson maintains?
- c) Has Mr Johnson fulfilled conscientiously the House’s rules on registration in this case?

Was Mr Johnson required to register his visit?

15. In his letter to the Commissioner of 12 March 2021, Mr Johnson stated that this matter arose from “an entry in the Register of Members’ Interests, that I was not strictly required to make, but which I did voluntarily and in accordance with the Nolan Principles”.¹⁸ Mr Johnson’s solicitors repeated this claim that this was a voluntary registration, stating “our

13 Appendix 1, paragraph 99

14 Appendix 1, paragraphs 94 and 98

15 Appendix 1, paragraph 51

16 Appendix 2

17 See Committee on Standards, Sixth Report of Session 2014–15, *The Standards System in the House of Commons* (HC 383), published 4 February 2015, paras 141–44.

18 Written Evidence 32

client sought to act conscientiously and in good faith in opting to volunteer to register this in the interests of transparency”. They sought to argue that Mr Johnson was not required to register his holiday accommodation, because “the benefit relating to a private holiday had no direct connection with his parliamentary or political activities, but arose from his personal relationship with Mr David Ross” and that Mr Johnson only did so out of an “abundance of caution”.¹⁹

16. Paragraph 35(c) of Chapter 1 of the Guide to the Rules states that a Member does not need to register a visit if it is wholly unconnected with their membership of the House of their Parliamentary or political activities, giving a family holiday as an example.²⁰

17. The Commissioner sought the advice of the Registrar of Members’ Financial Interests on this matter, who noted that the Register of Members’ Financial Interests does not allow for voluntary registrations: Members may only register an interest if it is required by the rules of the House, that is, if it is set out in the Guide to the Rules or otherwise meets the purpose of the Register by being an interest which might reasonably be thought to influence a Member’s words or actions as a Member.²¹

18. The Commissioner concluded that if a political donor, such as Mr Ross, provides a Member with a personal benefit, “this relates sufficiently to a Member’s parliamentary or political activities to require registration under Category 3 or 4”.²² The Commissioner also concluded that, notwithstanding the identity of the donor, “the free use of holiday accommodation valued at £15,000 might reasonably be thought to influence the actions of the Member recipient” and was therefore required to be registered.²³

19. We agree with the Commissioner that Mr Johnson was required to register the holiday accommodation he received in the Register of Members’ Financial Interests. This was a substantial donation in kind. It did not come from a family member or someone who was only a long-standing close personal friend. Mr Johnson received it from a friend who was also a party donor and it might reasonably be thought to influence Mr Johnson’s actions. Mr Johnson was required by the Guide to the Rules, which has the authority of the House, to register the accommodation and doing so cannot therefore be described as a “voluntary” act.

Who funded the holiday?

20. Mr Johnson has maintained throughout that his Register entry was correct on the grounds that his use of holiday accommodation was a benefit in kind from Mr Ross and from Mr Ross alone.

21. While the person who facilitates a benefit in kind may also pay for it and therefore fund it, the facilitator is not necessarily the same as the funder. The House’s rules require that a Member should provide the name and address of the person who paid for a visit either in cash or in kind.

19 Written Evidence 33, paragraph 4

20 Code of Conduct and Guide to the Rules, Chapter 1, paragraph 35(c)

21 Guide to the Rules, Introduction, paragraph 8

22 Appendix 1, paragraphs 86–87

23 Appendix 1, paragraph 88

22. In our view, the question of whether Mr Johnson’s visit was a benefit in kind from Mr Ross alone depends on whether an arrangement or agreement was in place that Mr Ross would meet the cost of the alternative villa (either in money or through the reciprocal use of his own villa).

Initial evidence

23. Mr Ross’s evidence to the Commissioner did not offer a clear account of any reciprocal arrangements. The Commissioner asked Mr Ross on 1 September 2020 “as to whether [he] recompensed the owner of the villa, where Mr Johnson stayed for the duration of his holiday in any way at all.” Mr Ross replied on 9 September 2020: “You have asked as to whether or not I have recompensed the owner of the villa where Mr Johnston stayed for the duration of his holiday in any way at all. The answer is no.”²⁴

24. The Commissioner again wrote to Mr Ross on 22 October 2020, asking him “to confirm whether [he] reached any agreement with the Mustique Company or anyone else whereby a villa was available for Mr Johnson’s use in return for your undertaking to make your villa available to them or someone else in the future.” Mr Ross’s response of 3 November 2020 does not directly answer this question but refers to “an ad hoc understanding.” He adds that “It is for that reason that I said that I had facilitated the accommodation and believed that Mr Johnson’s entry was correct.”

25. Mr Ross states in his letter to the Commissioner of 21 January 2021 that he made his villa available to the Mustique Company to cover the cost of Mr Johnson’s stay in the alternative villa. (The Mustique Company is the island’s management company.)²⁵ He does not indicate when, how often or for how long the villa was made available to cover the value of Mr Johnson’s stay, stating merely that “further reciprocal arrangements” have taken place between him and the Mustique Company “covering the notional cost of this and other accommodation”.²⁶ The letter dated 9 March 2021 from the Mustique Company to Mr Ross that he supplied to the Commissioner confirms that he was “responsible for compensating the Company for the cost of the rental of this booking in the usual way”, but also gave no information about what “the usual way” entails.²⁷

26. Mr Johnson’s solicitors have stated that, based on press reports, he understands that the owners of the villa in which he stayed have been compensated for his use of the accommodation²⁸ and that Mr Ross arranged to meet the “notional costs” by making his own villa available to the Mustique Company on future dates. He has not, in the Commissioner’s words, “explained how these two accounts relate to each other”.²⁹

27. The available evidence at the time we received the Commissioner’s memorandum did not, therefore, provide a clear picture of the arrangements. Mr Ross had said that he had not recompensed the owner of the villa “in any way at all”,³⁰ but he relied on a letter from

24 Written Evidence 16

25 The island’s [website](#) states that “ The Mustique Company, the island’s management company with over 756 resident staff, [...] oversees every aspect of island life as well as the management of the villas on behalf of the shareholders and the safeguarding of the island”.

26 Written Evidence 30

27 Written Evidence 31

28 Appendix 1, paragraph 97; Written evidence 6; Written evidence 33 paragraph 9(3)(ii)

29 Appendix 1, paragraph 97

30 Written Evidence 16

the Mustique Company that says he was “responsible for compensating the Company”;³¹ and Mr Johnson’s solicitors state by reference to media reports that the owners of the villa in which he stayed received a payment for his use of the accommodation.³²

28. As we note above, the Commissioner did not consider she was in a position to conclude who initially funded Mr Johnson’s holiday accommodation.³³ We agree with the Commissioner: at the point where the Commissioner had made her decision, faced with differing and opaque accounts, it was unclear who had funded the accommodation costs.

29. Mr Johnson’s solicitors state in their letter of 12 March 2021 that logically there can be no person other than Mr Ross who funded the villa, since media reports state that the owners have been recompensed and that the Mustique Company cannot be the donor as they did not know at the time of the arrangements who was to occupy the villa.³⁴

30. This argument is flawed. There are at least three other possibilities which were not categorically ruled out by the evidence provided by Mr Johnson during the Commissioner’s investigation: the media reports might have been wrong and the owners might have provided the villa as a benefit in kind (with or without knowledge that Mr Johnson was to be the beneficiary); the Mustique Company might have chosen to have borne the costs; or a third party might have recompensed the villa owners.

31. Mr Johnson sought to explain the apparent discrepancy in the accounts offered to the Commissioner by noting that “there appears to be some informality in the arrangements made between Mr Ross and the Mustique Company” and that it is “regrettable that information has been provided to the Commissioner in stages”.³⁵

Additional enquiries

32. Following receipt of the Commissioner’s memorandum, we concluded that we did not have sufficient evidence to reach a determination as to whether there had been a breach of the Code. We agree with the Commissioner that, on the evidence available to her, it was not clear who (if anyone) had paid the owners of the villa in which Mr Johnson stayed, and how Mr Ross’s and Mr Johnson’s claim that the use of the villa was a benefit in kind from Mr Ross was consistent with Mr Ross’s position that he did not compensate the owners of the villa “in any way at all”.

33. We therefore wrote to Mr Johnson, Mr Ross, and Mrs Sarah Richardson, the reported owner of Indigo, the villa in which Mr Johnson stayed, to request further information about the arrangements.³⁶

31 Written Evidence 31

32 Appendix 1, paragraph 97; Written evidence 6; Written evidence 33 paragraph 9(3)(ii)

33 Appendix 1, paragraph 62

34 Written evidence 33

35 Appendix 2

36 The letters and the replies we received are published as appendices to this report: Appendix 3, Appendix 4 and Appendix 5.

34. We are particularly grateful to Mrs Richardson for her assistance. She confirmed to us that she “did receive financial payment from the Mustique Company for the rental of Indigo during Mr Johnson’s stay”, but they were “not involved in any arrangements”.³⁷ Mr Ross confirmed that he had a reciprocal arrangement with the Mustique Company, but maintained that it was an “ad hoc understanding” and not a “formal agreement”.³⁸

35. The Commissioner, in concluding her memorandum, stated that “Mr Johnson has told me that he believes the owners received a payment for his use of the accommodation. At another point he told me that Mr Ross arranged to meet the ‘notional costs’ by making his own villa available to the Mustique Company on future dates”, adding that Mr Johnson “has not explained how these two accounts relate to each other”. The subsequent confirmation we have received from the former owners of the villa that they were paid by the Mustique Company provides the missing explanation.

36. In light of this additional evidence, we therefore conclude that the arrangements for funding Mr Johnson’s holiday were as follows: Mr Ross facilitated, via the Mustique Company, the use of a villa, Indigo, for Mr Johnson’s use. The ad hoc agreement at the time that the benefit was conferred on Mr Johnson was that the Mustique Company would pay the owners of the villa and that Mr Ross would, in recompense, allow the Mustique Company the use of his own villa to cover the value of the accommodation.

37. Taking all the evidence now available to us into consideration, we conclude that there was an ad hoc agreement in place at the time that Mr Johnson accepted the use of holiday accommodation for Mr Ross to provide the use of his own villa to compensate the Mustique Company for the cost of alternative accommodation. We therefore agree that Mr Ross was the donor of a benefit in kind to Mr Johnson.

38. It is regrettable that a full account and explanation of the funding arrangements for Mr Johnson’s holiday accommodation has only come to light as a result of our own enquiries rather than at an earlier stage. If greater clarity had been made available to the Commissioner at the first instance this matter could have been cleared up many months ago.

Has Mr Johnson conscientiously fulfilled the House’s requirements?

39. The Commissioner found that, in circumstances where she concluded that Mr Ross was not the “initial funder” of the accommodation, paragraph 14 of the Code placed an obligation on Mr Johnson to make “sufficient inquiries” into the funding arrangements for his holiday.³⁹ The Commissioner stated this should have included inquiring “definitively who was to fund the free accommodation he had been offered, and what arrangements had been made to pay for it” before accepting free holiday accommodation; and making further enquiries into the funding arrangements of the holiday accommodation during her investigation in response to her requests to do so.⁴⁰

37 Appendix 5

38 Appendix 4

39 Appendix 1, paragraph 97–99

40 Appendix 1, paragraphs 94 and 98

40. The burden of proof is on the Commissioner to show that an entry is inaccurate or incomplete, not on the Member to show that it is accurate and complete. However, there is also an obligation on Members to “fulfil conscientiously” the requirements of the House in respect of registration, and to co-operate fully and frankly with an investigation by the Commissioner. Members should therefore ensure that they are in a position to substantiate a Register entry if that becomes necessary, preferably with documentary evidence. The lack of such evidence has been frustrating.

41. Mr Johnson says that there would have been little value in seeking further information from the Mustique Company, as the Company informed the Commissioner they were prohibited by law from disclosing the information she sought. Mr Johnson has maintained throughout that Mr Ross was the donor of a benefit in kind, and therefore it would have been difficult for Mr Johnson in good faith to have purported to make enquiries as to who, other than Mr Ross, funded his accommodation.

42. Nevertheless, the Commissioner’s investigation provided Mr Johnson with an opportunity to demonstrate that his Register entry had been made conscientiously. The inability to demonstrate this resulted in unnecessary speculation and a lengthy investigation. It would have been wiser for Mr Johnson to have established the facts, dispelled any uncertainty and gained documentary evidence for the arrangement which we in the end have obtained for ourselves.

Conclusions

43. We conclude that Mr Ross was the donor of Mr Johnson’s holiday accommodation through an informal arrangement with the Mustique Company, whereby the Mustique Company paid the Richardsons for Mr Johnson’s stay and Mr Ross would provide his villa to the Mustique Company for free in recompense. We therefore find that Mr Johnson’s Register entry is accurate and complete, and we find no breach by Mr Johnson of paragraph 14 of the Code.

44. Although, in light of the additional evidence we received, we have reached a different conclusion from the Commissioner, we do not criticise her either for commencing this investigation or, on the evidence available to her at the time, for reaching the conclusion that she did.

45. Mr Johnson himself has stated that the arrangements for this holiday were “unusual”.⁴¹ By Mr Johnson’s and Mr Ross’s own admission, the arrangements for funding Mr Johnson’s holiday accommodation were ad hoc and informal, and do not appear to have been fully explained to Mr Johnson at the outset. Mr Johnson initially agreed to a straightforward arrangement, but when it became apparent, within several days of his arrival, that he was not staying in Mr Ross’s villa, the arrangements became more opaque. It is unsatisfactory that neither Mr Ross nor Mr Johnson explained the arrangements to the Commissioner until last autumn and that Mr Ross only provided minimal information on the arrangement this Spring and in response to our own enquiries. Mr Johnson has stated himself that it is “regrettable that information has been provided to the Commissioner in stages”.

46. **This matter could have been concluded many months ago if more strenuous efforts had been made to dispel the uncertainty. Given that Mr Johnson was twice reprimanded by our predecessor Committee in the last Parliament in the space of four months for “an over-casual attitude towards obeying the rules of the House”, we would have expected him to have gone the extra mile to ensure there was no uncertainty about the arrangements.**

Concluding comments: advice to Members

47. The purpose of the Register of Members’ Interests is “to provide information about any financial interest or other material benefit which a Member receives which might reasonably be thought by others to influence his or her actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament”.⁴² This is a core aspect of the House’s commitment to the Nolan Principle of Openness: “Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.”

48. The Register of Members’ Financial Interest records interests that others might reasonably consider to influence a Member. The Registrar has reminded us that where personal benefits are concerned, that means the details of what they have received, even if the Member intends, or the donor intends, that someone else should pay for them in the end. Register entries ought to be based on arrangements already transacted rather than what a Member says is likely to happen in the future. For that reason, Members are required to register all such interests as they are received and to amend the Register if and when new arrangements are made. In addition, Members are required to ensure that all transactions in relation to a gift in kind are completed and documented within the 28 day period allowed for registration.

49. **We urge Members to avoid seeking or accepting gifts or hospitality on the basis of complex and unclear funding arrangements, which are by definition opaque, lack transparency and run counter to the principle of openness.**

50. **We also urge Members to reject any donations whether in cash or in kind where they are not absolutely certain of the identity of the person facilitating, providing and funding the gift. Where there is any uncertainty at all about the arrangements, or if the arrangements change, it would be better not to accept the gift or hospitality.**

51. As indicated earlier in this report, the burden of proof is on the Commissioner to show that an entry is inaccurate or incomplete, not on the Member to show that it is accurate and complete. However, there is also an obligation on Members to “fulfil conscientiously” the requirements of the House in respect of registration, and to cooperate fully and frankly with an investigation by the Commissioner. Members should therefore ensure that they are in a position to substantiate a Register entry if that becomes necessary, preferably with documentary evidence. The lack of such evidence has been frustrating. Members would therefore be wise to ensure that they are in a position to substantiate the basis of their Register entry with documentary evidence, such as an exchange of letters recording the arrangement, in case that should become necessary at a later date.

42 Guide to the Rules, Introduction, paragraph 5

52. Anything less leaves the Member potentially vulnerable to blackmail, allegations of inappropriate influence, or embarrassment. Frankness, straightforwardness and transparency over the acceptance of gifts, benefits and donations enhance respect for the individual Member and Parliament as a whole. Opaque, over-complicated and ad-hoc arrangements risk undermining that respect.

Appendix 1: Memorandum from the Parliamentary Commissioner for Standards - Rt Hon Boris Johnson MP

Summary

This memorandum reports on the inquiry that I began following a complaint that Mr Johnson had made an inaccurate entry in the Register of Members' Financial Interests in relation to his family holiday on the island of Mustique from 26 December 2019 to 5 January 2020.⁴³

I began the inquiry on 2 March 2020 following a complaint received on 13 February 2020. I suspended the inquiry between 7 April 2020 and 30 June 2020 in recognition of the increasing burdens on the Prime Minister due to the pandemic, and because of his serious illness. In addition, I have been delayed by the difficulty of obtaining evidence.

MPs (including Ministers) are required to follow the principle of openness. They must record in the Register of Members' Financial Interests any benefit they receive which might reasonably be thought by others to influence their actions or words as an MP. They must provide detailed information about the benefit, including who funded it, and its nature and value. Mr Johnson registered at the proper time that he received free accommodation for his family holiday. But it has been alleged that he registered inaccurate information about the donor (the person who funded his holiday accommodation) and about the value of the free accommodation.

It has been unusually difficult to find facts during this lengthy investigation. After an inquiry lasting more than a year, I have not found any reliable documentary evidence of the arrangements for paying for Mr Johnson's holiday accommodation. I am therefore not able to reach a view on whether Mr Johnson's Register entry was accurate and complete. But it is not my role to provide the missing information. This remains the responsibility of the Member.

I have also not been able to establish the basis on which the benefit received by Mr Johnson was valued at £15,000. I have however no reason to dispute that the villa could have been charged out at £15,000 for a last-minute booking for a party of similar size to Mr Johnson's and in similar circumstances, from 26 December 2019 to 5 January 2020.

I believe that this free accommodation met the condition for the Register, and that Mr Johnson was right to register it. Accommodation in a luxury villa for ten days, to a value of £15,000, is a substantial benefit which others might reasonably consider to influence an MP. It follows that Mr Johnson should have made sure that he had the full information needed for his Register entry in January 2020.

Mr Johnson was right to name Mr Ross in his Register entry as the person who played a key role in obtaining a villa for Mr Johnson's use. I accept that Mr Johnson had originally expected that the villa would be owned by Mr Ross. I find it surprising that, when he

43 This item no longer appears in the current online Register. Under the usual arrangements it was removed from the Register after 12 months.

realised that he was to stay elsewhere, Mr Johnson did not establish the full facts about who was the owner of the villa, how the villa would be funded and the value of the benefit, before accepting the accommodation as a gift.

Mr Johnson has told me that he believes the owners received a payment for his use of the accommodation. At another point he told me that Mr Ross arranged to meet the “notional costs” by making his own villa available to the Mustique Company on future dates. He has not explained how these two accounts relate to each other.

The rules require Members to fulfil “conscientiously” the requirement of the House in respect of the registration of interests in the Register of Members’ Financial Interests. Because he did not make sufficient inquiries to establish the full facts about the funding arrangements for his free accommodation, either before his holiday, as he should have done, or in 2020, I find that Mr Johnson has not fulfilled conscientiously the House’s requirements for registration. I find that this is a breach of paragraph 14 of the Code of Conduct. I also find that Mr Johnson has not shown the accountability required of those in public life.

Mr Johnson has breached the registration rules on three previous occasions. He has been referred to the Committee on Standards on two of these, in 2017–19.⁴⁴ On the last occasion the Committee said, “Should we conclude in future that Mr Johnson has committed any further breaches of the rules on registration, we will regard this as a matter which may call for more serious sanction”. I therefore refer this matter to the Committee on Standards for their consideration.

Report

Background

1. I began an inquiry on 2 March 2020, following a complaint I received that Mr Johnson’s following entry in the Register of Members’ Financial Interests was inaccurate:⁴⁵

Name of donor: Mr David Ross

Address of donor: private

Nature and value of benefit in kind (or amount of any donation): accommodation for a private holiday for my partner and me, value £15,000

Destination of visit: St Vincent and the Grenadines

Dates of visit: 26 December 2019 to 5 January 2020

Purpose of visit: private holiday.

(Registered 27 January 2020)

2. This complaint had been prompted by an article in the Daily Mail (13 February 2020),⁴⁶ which quoted a spokesperson for Mr Ross who denied that Mr Johnson’s holiday accommodation had been funded by Mr Ross.

44 <https://publications.parliament.uk/pa/cm201719/cmselect/cmstandards/1797/1797.pdf> and <https://publications.parliament.uk/pa/cm201719/cmselect/cmstandards/2113/2113.pdf>

45 Written Evidence 1

46 Written Evidence 2

Relevant rules of the House

3. Paragraph 14 of the 2018 Code of Conduct (the Code) for Members states that:

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

4. Chapter 1 of the Guide to the Rules relating to the conduct of Members sets out detailed rules on the registration of financial interests. Paragraphs 31 to 38 deal specifically with visits outside the UK and paragraph 36 lists the information Members must provide.

Threshold for registration

31. Members must register, subject to the paragraphs below, any visits to destinations outside the UK where the cost is over £300 if that cost is not wholly borne by the Member or by UK public funds....

36. Members are required to provide the following information:

- a) *The name and address of the person or organisation funding the visit;*
- b) *The amount of any payment, and/or the nature and value of any donation in kind such as flights and accommodation;*
- c) *The destination of the visit;*
- d) *The date(s) of the visit;*
- e) *The purpose of the visit.*

My Inquiry

5. I have obtained evidence from Mr Johnson, Mr Ross and the Registrar during this inquiry. I attempted to obtain information relevant to this inquiry direct from the Mustique Company,⁴⁷ through whom the accommodation was arranged, but was informed by legal counsel acting on behalf of the Mustique Company that they were unable to provide any information due to statutory restrictions contained in the Mustique Company Limited Act 2002, which expressly prohibits the Company from any disclosure in relation to its licensees. Licensees refers to any individual or legal entity who acquires any land or interest in land in Mustique. Independent research confirmed this to be accurate.⁴⁸ Following the sharing of the draft Memorandum with the Member for fact checking, I received an unsolicited letter from Mr Ross providing me with a copy of a letter to him from the Managing Director of the Mustique Company, and dated 9 March 2021.⁴⁹

47 Mustique is an island in the Grenadines and the Mustique Company is the island’s management company

48 Paragraph 16 of the Mustique Company Limited Act 2002: Except as required by Clause 11 above and by the Government’s legal obligations both the Company and the Government undertake not to disclose to any person or legal entity any information concerning any licensee.

49 Written Evidence 31

Evidence

6. On 24 January 2020 Mr Johnson's office telephoned the registration team with details about Mr Johnson's holiday to Mustique and followed up with an email on 27 January 2020. Mr Johnson's updated entry in the Register was published as in paragraph 1 in the next edition Register, that of 10 February 2020:

Media Reports

7. The Guardian reported on 12 February 2020 as follows:

A spokesperson for the businessman⁵⁰ told the Daily Mail: 'Boris Johnson did not stay in David Ross's house. Boris wanted some help to find somewhere in Mustique, David called the company who run all the villas and somebody had dropped out. So Boris got the use of a villa that was worth £15,000, but David Ross did not pay any monies whatsoever for this.' Asked about Johnson's declaration, the spokesperson reportedly said: 'I believe it is a mistake'.⁵¹

8. The Daily Mail reported (12 February 2020) that Mr Johnson's spokesperson responded to the comments by Mr Ross's spokesperson as follows, *'All relevant transparency requirements have been met. This was a benefit in kind from Mr Ross'.⁵²*

9. An article in The Independent on 13 February 2020 quoted the spokesperson for Mr Ross as adding that Mr Ross *'had not put his hand in his pocket whatsoever and can obviously prove that – [he] most definitely did not pay anything and it was not his house. It was a house that was rented but the people could not turn up, so Boris Johnson got the use of it'.⁵³*

10. Subsequently, Mr Ross's spokesperson departed from his earlier statement. This was reported by the Daily Mail (12 February 2020, updated 14 February 2020):

The spokesman then made a U-turn, insisting that 'Mr Johnson's declaration to the House of Commons is correct' because 'Mr Ross facilitated accommodation'.⁵⁴

11. The Mail Online reported on 13 February 2020 that the owners of the villa had confirmed that they had been paid. The article reports that the owners had no idea who covered the cost as it had been handled by The Mustique Company. The article did not confirm the amount.⁵⁵

50 Referring to Mr Ross

51 <https://www.theguardian.com/politics/2020/feb/12/johnsons-caribbean-christmas-holiday-was-a-gift-from-tory-donor>

52 <https://www.dailymail.co.uk/news/article-7997379/Prime-Minister-declares-millionaire-donor-New-Year-break-tycoon-says-Oh-no-wasnt.html>

53 <https://www.independent.co.uk/news/uk/politics/boris-johnson-holiday-gift-david-ross-tory-donor-carphone-warehouse-caribbean-a9332771.html>

54 <https://www.dailymail.co.uk/news/article-7997379/Prime-Minister-declares-millionaire-donor-New-Year-break-tycoon-says-Oh-no-wasnt.html>

55 <https://www.dailymail.co.uk/news/article-8001973/US-financier-owns-Mustique-property-says-paid-PMs-stay.html> - Written Evidence 2

12. On 13 February 2020 I received a letter of complaint alleging that Mr Johnson’s registration entry in relation to his holiday to the island of Mustique was incorrect. The complainant relied on the articles in the media to support this allegation.⁵⁶

Evidence from Mr Johnson and Mr Ross

13. On 2 March 2020 I wrote to Mr Johnson to tell him that I had begun an inquiry and invited his comments.⁵⁷

14. Mr Johnson responded on 12 March 2020 stating he was happy to provide additional information and context, explaining that *“The original plan was for my partner and me to stay at Mr Ross’s villa. When I arrived at the Island it transpired that Mr Ross had made an alternative arrangement because his own villa was unavailable”*. Mr Johnson clarified that *“Until recent media reporting I was not aware of the identity of the person whose villa I stayed in.”* Mr Johnson said *“In the interests of full transparency, as it was Mr Ross who facilitated the provision of dedicated holiday accommodation for us, it was important to me that this connection was properly declared. As I was not aware of the identity of the individual who owns that accommodation (and in any event they were not conferring the benefit as they received payment for its use - which has been publicly confirmed by the individual), there was no connection with me and so no benefit or gift to declare”*.⁵⁸

15. In relation to the value of the use of the accommodation Mr Johnson stated, *“Mr Ross indicated to me that the value of the use of the accommodation was £15,000”*.⁵⁹

16. I was not satisfied with this response as I had asked Mr Johnson to give details of the steps which he took to ascertain the information required for the Register of Members’ Financial Interests. He did not provide these details. On 12 March 2020 I asked Mr Johnson to make relevant enquiries and ascertain the details of the donor.⁶⁰

17. Mr Johnson responded on 16 March 2020 and stated *“...the individual who made the arrangements for my accommodation was Mr Ross. Therefore, in response to your question, it was Mr Ross who funded the accommodation, and this is why I set out his name in the register of interests as the person providing the benefit in kind”*.⁶¹

18. In light of the global health crisis and Mr Johnson’s own ill health, I suspended the inquiry on 7 April 2020⁶² and reinstated it on 30 June 2020.⁶³

19. To assist with my inquiry, I wrote to Mr David Ross on 7 July 2020.⁶⁴ I asked Mr Ross specific questions including to the best of his knowledge, who paid for the villa. I also asked Mr Ross why his spokesperson initially stated that he believed Mr Johnson’s register entry contained *“a mistake”* (as reported in the Guardian on 12 February 2020) as he

56 Written Evidence 1
 57 Written Evidence 4
 58 Written Evidence 6
 59 Written Evidence 6
 60 Written Evidence 7
 61 Written Evidence 8
 62 Written Evidence 9
 63 Written Evidence 10
 64 Written Evidence 11

had not paid for the villa, and why later his spokesperson had departed from this earlier statement, saying Mr Ross had facilitated the accommodation and that Mr Johnson's entry was correct (Daily Mail 12 February 2020, updated 14 February 2020).

20. Mr Ross provided a response on 20 July 2020 and stated "*Mr Johnson mentioned to me in a conversation at some stage before Christmas 2019 that he may be looking for somewhere to stay for a forthcoming holiday which would need to be private and which could also take account of his security needs. I offered to try and help him. I then checked with the Mustique Company who manage a property that I own on the island but was told that my house had been let. They said they would find something by way of an alternative. Mr Johnson's name was not mentioned or used. I referred to him as Mr Jones. Subsequently they contacted me to say that they had a very late cancellation for another property which was therefore available at short notice and at no cost to Mr Jones. Details of the stay were then confirmed directly between the Mustique Company and Mr Johnson's office.*"⁶⁵

21. In relation to the value of the accommodation Mr Ross clarified "*I was later told by the Mustique Company that the value of the accommodation was £15,000.*"

22. Mr Ross explained that the comments made by his spokesperson on 12 February 2020 were incorrect and had not been authorised by him and therefore it was necessary for the correct position to be made clear.

23. I sent a further letter to Mr Ross on 1 September 2020 asking whether he had recompensed the owner of the villa where Mr Johnson stayed.⁶⁶

24. Mr Ross responded on 9 September 2020 confirming that he had not recompensed the owner of the villa in any way.⁶⁷

25. In addition, I sent a letter to the Mustique Company on 1 September 2020 asking for details about the owner of the villa, whether someone else had paid for the villa and the market value of Mr Johnson's use of the villa.⁶⁸

26. A lawyer on behalf of the Mustique Company Limited wrote back to me on 17 September 2020 and advised that although the company would like to be of assistance "*... unfortunately, it is prevented by the Laws of St Vincent and the Grenadines from responding to the questions listed in your letter. In particular, restrictions in the Mustique Company Limited Act 2002, as amended, expressly prohibit by law the Company from providing the information requested*".⁶⁹

27. I wrote to Mr Johnson with an update and also requested, given Mr Ross had confirmed he had not paid for the villa, that he take steps to find out who paid for his holiday accommodation and the value of the benefit he received. I reminded Mr Johnson of his responsibility to ensure that the information he provides to the Registrar for inclusion in the register is accurate.⁷⁰

65 Written Evidence 12

66 Written Evidence 14

67 Written Evidence 16

68 Written Evidence 15

69 Written Evidence 17

70 Written Evidence 18

28. Mr Johnson responded on 15 October 2020 and stated “*When considering the appropriate entry to make on my register of interests I was of the view that Mr Ross provided the benefit in kind to me. He had made available a villa for my use. As set out in my earlier letter, at the time of making the arrangements I was not aware that the villa made available to me was not Mr Ross’s. Following enquiries upon my arrival, I understood that Mr Ross had agreed to make available his villa to the Mustique Island company for their use at a future date in return for them having provided Mr Ross with the alternative villa for my use (while his villa was already in use). Therefore, he was the individual left out of pocket and was providing me with a benefit in kind.*” Mr Johnson invited me to ask Mr Ross if this was a benefit in kind through a separate arrangement with the Mustique Company.⁷¹

29. I wrote again to Mr Ross on 22 October 2020 and asked him to confirm whether he had reached any agreement with the Mustique Company or anyone else, whereby a villa was made available for Mr Johnson’s use in return for his undertaking to make his villa available to them or someone else in the future. I asked Mr Ross to provide me with any documentary evidence to support his response. I also requested an explanation as to why any such agreement had not been mentioned in his previous correspondence if this was the position.⁷²

30. Mr Ross replied on 3 November 2020. He did not address my questions directly but said that due to his relationship with the Mustique Company, they had found another property for Mr Johnson when Mr Ross’s villa was unavailable. He explained as follows, “*I have referred to them numerous clients over the years and have an ad hoc understanding with them whereby I lend them on occasions my house to accommodate other of their guests and I imagine that I will do so in the future. We have also worked closely in respect of my support of local charity initiatives in Mustique. Accordingly when they said they would find a property for Mr Johnson following my request, my belief is that they did so because of my relationship with them.*”⁷³

31. On 18 November 2020, I informed Mr Johnson by letter that I had considered all the evidence including the information provided by Mr Johnson and the published rules and guidance. I advised that I was not satisfied that the entry in the Register of Members’ Financial Interests in relation to his visit to St Vincent and the Mustique from 26 December 2019 to 5 January 2020, contained accurate information about the name of the donor and the value of the benefit. I explained that Mr Ross’s evidence made it clear he did not pay for Mr Johnson’s stay in the villa. I was also not persuaded that the entry recorded the correct value of the benefit. I informed Mr Johnson that I would be concluding the matter by referring a formal Memorandum to the Committee on Standards.⁷⁴

32. Mr Johnson wrote to me on 24 November 2020 disputing the market values (based on a web search, for the forthcoming winter season) I had included in my previous correspondence. He said “*£15,000 was the effective market rate for a last minute use of a property that would otherwise be empty, one year ago.*”⁷⁵

71 Written Evidence 19

72 Written Evidence 20

73 Written Evidence 21

74 Written Evidence 23

75 Written Evidence 24

33. In relation to the source of the donation Mr Johnson stated:

I would again make the point that this was a donation in kind, with the benefit provided by Mr Ross and that it was proper for me to declare Mr Ross as the source of the donation given that my interaction had been only with him and it was on his account that I was offered the villa.

As outlined in his letter to you of July 2020, Mr Ross has use of accommodation facilities on the island. Although I am not privy to the precise arrangements set up by the Mustique Company (and I appreciate that the Company itself has chosen not to engage), Mr Ross is eligible for use of an island property. Sometimes, he allows his property to be let out to others. If so, in due course, he is allowed use of similar accommodation on different dates in return.

Again, this is analogous to a timeshare property; it is common that such market arrangements allow for the timeshare property to be swapped with other similar ones on different dates.

I note that prevailing Government guidance on timeshares explains: “Timeshares have been in existence since the mid 1960’s and are used by individuals as a way of obtaining a stake in a property without actually purchasing the entire property. Commonly a system whereby residential units are shared on a weekly basis, with concurrent ownership, all owners contribute to the expense and maintenance of the timeshare property, which can be undertaken either by the owners themselves or by sub-contractors employed by them. The chief benefit is that the individual (or company in some circumstances) will be able to have access to a property they would not be able to afford to buy outright, and it is likely that the timeshare owner will have purchased either a period of time within an annual timespan, or specific dates within the year, which can be used by the owner or swapped with other owners for different weeks or different resorts.”

I was allowed to use such ‘swapped’ accommodation for the registered period, as Mr Ross’ primary property was in use, whereas a nearby property was empty for that period. The benefit in kind directly and necessarily comes from Mr Ross, and derives from his legal rights to occupy holiday accommodation on the island. There is no third party donor....

It has also been reported in the media (Daily Mail, 13/14 February 2020) that the owner of the property received a payment from the Mustique Company for the use of their property being rented out for my use. It was thus clearly not a donation from that individual.

I would hope that you agree that where a MP receives a donation of a use of a timeshare property, the donor is the owner of the timeshare, not the company providing the timeshare.

Your letter states that Mr Ross “did not pay for your stay in the villa.” Again, I would respectfully assert that this is an error of fact. Mr Ross has paid for the

*ongoing use of an island property. His financial arrangement merely allows for the specific property to be varied, depending on availability of his and neighbouring properties.*⁷⁶

34. *I decided to seek advice from the Registrar in relation to the latest information provided by Mr Johnson. I wrote to the Registrar on 27 November 2020.*⁷⁷

Evidence from the Registrar

35. The Registrar responded on 1 December 2020 and advised “*I have real doubts about whether the arrangement was exactly as he describes, and also about whether Mr Ross was - for the purposes of the Register - the donor of this visit*”. The Registrar further explained that “*Mr Ross describes a goodwill arrangement with the Mustique Company which from time to time involved his making the villa available as a favour. Mr Ross has said nothing to make me think he was the person who funded Mr Johnson’s overseas visit. Mr Ross did not own the villa in which Mr Johnson stayed, and he does not appear to have paid for the visit either in money or in kind (e.g. through a reciprocal stay in his own villa). He has not told you that this was a timeshare arrangement*”. The Registrar was very clear that “*facilitating a visit is not the same as funding it*”.⁷⁸

36. Of particular note is the Registrar’s view that, “*The evidence...does not show who did fund Mr Johnson’s stay in Mustique*”.

37. In relation to the value of the benefit the Registrar advised, “*£15,000 would be the right value for this stay if that is the price that another person would have been charged if they had asked to rent the property for the same period of time, on a similarly last minute basis, and for a similarly-sized party*”.

38. I provided Mr Johnson the opportunity to respond to the advice given by the Registrar, and he responded on 15 January 2021.⁷⁹ Mr Johnson confirmed that he believed the value of £15,000 for the benefit to be “*an accurate and reasonable declaration.*” Mr Johnson notified me that his office had originally proposed the details of entry to the Registrar as including the following words “*received hospitality in the form of use of a private house organised by a friend, Mr David Ross.*”, but this was amended by the Registrar to receiving “*accommodation for a private holiday*”. Mr Johnson notified me that he had asked Mr Ross to provide me with additional information in relation to his long-standing and continuing financial arrangement with the Mustique Company. Mr Johnson advised that he felt this relationship justified Mr Ross being named as the “*ultimate funder and donor*” of the benefit.

39. Furthermore, Mr Johnson said that while the arrangements for this benefit in kind might be unusual, he believed that there was no factual error or omission.

40. Mr David Ross wrote to me again on 21 January 2021 in which he talked about his long standing personal and professional relationship with the Mustique Company.⁸⁰ Mr Ross also said that since Mr Johnson’s stay, further reciprocal arrangements had taken

76 Written Evidence 24

77 Written Evidence 26

78 Written Evidence 27

79 Written Evidence 29

80 Written Evidence 30

place between himself and the Mustique Company which covered the notional cost of this and other accommodation. No further details about the reciprocal arrangements were disclosed and no documentary evidence provided.

Statement of Facts

41. The following facts are agreed.

- Mr Johnson and his partner stayed at a villa on the island of Mustique from 26 December 2019 to 5 January 2020.
- Mr Johnson and his partner did not stay at a villa owned by Mr Ross but at an alternative villa during their stay.
- Mr Johnson did not pay any accommodation costs for his stay but met all other costs.
- Mr Johnson's office registered his stay on 27 January 2020.
- Mr Ross did not pay the villa owners for Mr Johnson's use of the villa.
- Mr Ross facilitated the use of the villa for Mr Johnson.
- The Mustique Company have valued the benefit at £15,000.

The Mail Online reported that the villa owners were paid for their use of the villa, but I have seen no independent evidence to corroborate this.

Analysis

The Holiday

42. Mr Ross says that Mr Johnson approached him at some stage before Christmas 2019 and mentioned that he might be looking for somewhere to stay for a forthcoming holiday. Mr Ross offered the use of his villa in Mustique. Mr Johnson describes Mr Ross as a *“long-standing friend, a former colleague from my time as London Mayor, and a political supporter of the Conservative Party.”*⁸¹

43. Mr Ross says that he made enquiries with the Mustique Company but was told his villa had already been let during the relevant period and that they would find an alternative. I have been given no dates for these enquiries. At this stage Mr Ross did not disclose Mr Johnson's identity. According to Mr Ross, he was then contacted by the company who said they had a late cancellation for another property, and this could be made available at no cost to his guests. Mr Ross states that details of the villa were then confirmed directly between the Mustique Company and Mr Johnson's office.⁸²

81 Written Evidence 6

82 Written Evidence 12

44. Mr Johnson says it was only once he arrived at the holiday destination that he was made aware that Mr Ross’s villa would not be available during the period 26 December 2019 to 5 January 2020. Mr Johnson states “*When I arrived at the island it transpired that Mr Ross had made an alternative arrangement because his own villa was unavailable*”.⁸³

45. Mr Johnson says in his first letter to me that he was not aware of the identity of the person whose villa he stayed in until the media reporting in February 2020.⁸⁴ In recent correspondence, Mr Johnson’s solicitors have stated that “*The police undertook a search of the villa in advance of our client’s arrival but, given the control the Mustique Company exercises, it was not necessary to enquire into the ownership of the villa*”.⁸⁵

Value of the visit

46. The value of the accommodation has been registered by Mr Johnson as £15,000. Mr Johnson, throughout his correspondence with me, has maintained that this figure was provided by Mr Ross.⁸⁶ Mr Ross in turn has provided that he was given it by the Mustique Company.⁸⁷

47. The Register requires Members to record the market value of the use of the villa i.e. what would normally be charged for use of the villa, for a party of Mr Johnson’s size, for the period in question and in similar circumstances. The quoted market rate or “*rack rate*” for use of the villa for the 2020–21 winter season was advertised as follows:⁸⁸

20.12.20 - 03.01.21 £3,388 per night

48. At these prices, a ten day stay in this villa would have cost £33,880 in December 2020/January 2021. Figures for the winter season 2019–2020 were not available.

49. The Mail Online reported, “... *the villa’s advertised price of \$27,000 per week at that time of year, a ten-day stay would normally have cost \$38,500 (£29,500). The villa is priced at varying rates depending on the time of year. But in the two weeks leading up to January 4 it was advertised at the premium rate*”.⁸⁹

50. I am conscious that the rate charged for the villa might differ from the advertised figures, if the villa had become available at the last minute due to a cancellation. It would not then be appropriate to value the accommodation at its rack rate.

51. Mr Johnson told me in March 2020 that “*£15,000 was the effective market rate for a last minute use of a property that would otherwise be empty, one year ago*”.⁹⁰ Once the draft memorandum had been shared with Mr Johnson, I received a letter addressed to Mr Ross from the Managing Director of the Mustique Company.⁹¹ In this letter, the Managing Director confirms that “*they were able to offer use of the villa to Mr Ross for his guests at a rate of £15,000 GBP.*” I have not been provided with information about how this rate was calculated, but I have no evidence to suggest the rate is unreasonable.

83 Written Evidence 6

84 Written Evidence 6

85 Written Evidence 33

86 Written Evidence 6, 24, 29, 33

87 Written Evidence 12, 21

88 <https://www.wimco.com/villas/villa.aspx?pid=901140> and <https://www.mustique-island.com/villa/indigo/>

89 Written Evidence 2

90 Written Evidence 24

91 Written Evidence 31

My finding

52. I have no reason to dispute that the villa could have been charged out at £15,000 for a last-minute booking for a party of similar size to Mr Johnson's and in similar circumstances, from 26 December 2019 to 5 January 2020.

Source of donation

53. During my inquiry:

I read in the media that:

- The villa owners were paid.
- A spokesperson for the Mustique Company confirmed the Mustique Company did not pay the owners.

Mr Johnson told me:

- He accepts the villa owners were paid.
- Mr Ross made his villa available to the Mustique Company in exchange for Mr Johnson's use of the villa.

Mr Ross told me:

- He did not pay the owners or recompense them directly in anyway.
- He agreed to make his villa available to the Mustique Company in exchange for Mr Johnson's use of an alternative villa.

54. Mr Johnson's office registered the holiday on 27 January 2020, and I have had sight of the earlier email correspondence.⁹² The initial email from Mr Johnson's office to the Registrar included the following details: *Name of donor: Mr David Ross. Nature and value of benefit in kind: My partner and I received hospitality in the form of use of a private house organised by a friend, Mr David Ross. The approximate value of renting the property for this period was £15,000. I paid for all other expenses, including flights. This was registered by the Registrar as follows:*

Name of donor: *Mr David Ross ...*

Nature and value of benefit in kind: *accommodation for a private holiday for my partner and me, value £15,000.*

55. The new entry was published in the Register of 10 February 2020 and attracted media attention at the point that Mr Ross's spokesperson reported in the media that the entry naming Mr Ross as a donor was a mistake. The day after this media report a spokesperson for Mr Ross said that Mr Ross had facilitated the accommodation and the entry was therefore correct.

56. In my view, there is no question that Mr Ross facilitated Mr Johnson's use of the alternative villa. Mr Johnson was right to name Mr Ross in his Register entry as the person who obtained the villa for his use. As Mr Johnson's solicitors have pointed out, "*Without*

[Mr Ross's] *intervention, and without his election in making the use of the villa available to our client, the benefit could not have been conferred upon him.*"⁹³ However, I am not convinced that Mr Ross was the person who funded the holiday accommodation for Mr Johnson at the time.

57. The Guide to the Rules says:

36. Members are required to provide the following information:

*The name and address of the person or organisation **funding** the visit; [my emphasis]*

58. I am not satisfied that 'to facilitate' has the same meaning as 'to fund', for the purposes of the register. It appears to me that to facilitate does not require a monetary transaction whereas in accordance with the general definitions, 'to fund' does.

59. The evidence I have received about Mr Ross's role is inconsistent. On 12 February 2020 Mr Ross's spokesperson denied, and on 13 February confirmed, that Mr Ross was the donor of the accommodation. On 1 September 2020 I asked Mr Ross whether he had recompensed the owners of the villa in any way, and on 9 September 2020 he told me that he had not. On 22 September 2020 I asked Mr Ross to confirm whether he had reached any agreement with the Mustique Company or anyone else whereby a villa was available for Mr Johnson's use in return for his undertaking to make his own villa available in the future. Mr Ross did not supply this confirmation. But on 21 January 2021 he told me '*Since Mr Johnson's stay I can confirm that further reciprocal arrangements have taken place between The Mustique Company and myself covering the notional cost of this and other accommodation*'. On 29 March he told me that he expected to make his villa available again in future.

60. In addition, the Mail Online reported on 13 February 2020 that the owners of the villa had been paid. But it is far from clear who made any payment, if there was one. In recent correspondence, the Managing Director of the Mustique Company has advised that the owners of another villa had not been able to visit their villa due to illness and the company had offered this house to Mr Ross's guests "*at a rate of £15,000 GBP*". But on 27 April 2021 the Mail Online reported that a representative of the Mustique Company denied making the payment.⁹⁴

61. This means that two parties are reported to have paid for Mr Johnson's use of the villa: first, the villa owners, if media reports are accurate; and then Mr Ross, who said that he had afterwards made his own villa available to cover the notional costs of Mr Johnson's stay. I consider it unlikely that both parties paid for the accommodation. Without evidence to support either of the accounts of how Mr Johnson's visit was paid for, I am unable to reach a conclusion on this.

62. The purpose of the Register is '*to provide information about any financial interest or other material benefit which a Member receives which might reasonably be thought by others to influence his or her actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament*.' But even if it was correct for Mr Johnson, in his Register entry, to name Mr Ross as the person who sought out and obtained the

93 Written Evidence 33

94 [Sleaze inquiry into Boris Johnson's £15,000 Mustique holiday is still ongoing | Daily Mail Online](#)

accommodation for him, he should also have given the details of whoever funded his holiday accommodation in the first instance. The person funding the benefit is more important than the person facilitating it. On this occasion the initial funder was not Mr Ross.

63. I have set out below a review of the evidence provided to me during the course of this inquiry.

Mr Johnson

64. Mr Johnson has advanced changing arguments for registering Mr Ross as the donor of his free holiday accommodation.

65. In his letter of **12 March 2020** Mr Johnson said that as it was Mr Ross who facilitated the accommodation it was important that the ‘connection was properly declared’. Mr Johnson adds that as he was not aware of the identity of the villa owners there was no connection to him and so no benefit to declare.

66. In his letter of **16 March 2020** Mr Johnson said “...*the individual who made the arrangements for my accommodation was Mr Ross. Therefore... it was Mr Ross who funded the accommodation, and this is why I set out his name in the register of interests as the person providing the benefit in kind*”.⁹⁵

67. In his letter of **15 October 2020** Mr Johnson mentioned for the first time an agreement between Mr Ross and the Mustique Company for the reciprocal use of holiday villas. He said:

*“Following enquiries upon my arrival, I understood that Mr Ross had agreed to make available his villa to the Mustique Island company for their use at a future date in return for them having provided Mr Ross with the alternative villa for my use (while his villa was already in use). Therefore, he was the individual left out of pocket and was providing me with a benefit in kind”.*⁹⁶

68. In his letter of **24 November 2020** Mr Johnson said that Mr Ross’s arrangement with the Mustique Company was analogous to a timeshare.

69. Mr Johnson’s solicitors have said:

“By virtue of the owner’s comments to the media, our client understands the owner of the villa has been compensated by the Mustique Company for their lending the use of the villa. Clearly then, the owner cannot be the donor of the benefit in kind. Similarly, the Mustique Company did not know that our client would be receiving the benefit of the use of the villa when they provided it for the use of Mr Ross. They cannot be the donor as there was no intent at any time to make a donation to him and they do not believe that they have made a donation. There are no other parties involved. This leads to the

95 Written Evidence 8

96 Written Evidence 19

logical position to deduce by the process of elimination that Mr Ross is the only person who could have provided the donation in kind for the purposes of registering this benefit”⁹⁷

70. If the villa owners received payment at the time for Mr Johnson’s use of their villa, it is likely that someone other than Mr Ross met the costs of the villa initially. Mr Ross has said that he did not pay the villa owners. And I have received no evidence that a timeshare existed. Mr Johnson’s position however is that the benefit in kind came only from Mr Ross and derives from his legal rights to occupy holiday accommodation on the island.⁹⁸

Mr David Ross

71. In his first correspondence to me (**20 July 2020**) Mr Ross explained that as his villa was unavailable the Mustique Company informed Mr Ross that they had a late cancellation for another property which was therefore available at short notice and at no cost to his guest. Mr Ross advised that the Mustique Company were not at this point aware the villa was being arranged for Mr Johnson.⁹⁹

72. Mr Ross states that he did not recompense the owners of the villa in any way.¹⁰⁰ I think this is a very important point as if he had paid the owners, he was correctly identified as the ‘donor’.

73. In later correspondence (**3 November 2020**), Mr Ross supports Mr Johnson’s contention that Mr Ross had agreed to make available his villa to the Mustique Company for their use at a future date in return for them having provided an alternative villa for Mr Johnson’s use. This was not how Mr Ross had framed his response in his initial letter to me. Mr Ross does not provide any documentary evidence to support this assertion (I had requested a written agreement between himself and the Mustique Company). He also does not provide any further clarity about whether he provides his villa free of charge, or how quickly he is expected to provide accommodation in return for the benefit given to Mr Johnson. It is puzzling that Mr Ross had not described this arrangement in previous correspondence.

74. In more recent correspondence of **29 March 2021**, Mr Ross states that he has allowed the Mustique Company to use his property and has also agreed to make his property further available for them to use in the future.¹⁰¹ No further details have been provided. Mr Ross’s letter was sent more than a year after Mr Johnson’s holiday, and it is not clear how many further uses were or will be required to repay the company for Mr Johnson’s use of the alternative property, which was valued at £15,000; or how the values of the exchange have been calculated.

75. I am grateful for Mr Ross’s cooperation with my inquiry but am disappointed that he has provided me with a new explanation just over 3 months after his initial response. In his original letter, Mr Ross stated that the villa was available at no cost to his guest and that he, Mr Ross, had not recompensed the villa owners in any way. He made no mention of any other arrangements agreed with the Mustique Company.

97 Written Evidence 33

98 Written Evidence 24

99 Written Evidence 12

100 Written Evidence 16

101 Written Evidence 38

The Registrar

76. In accordance with my usual practice, I sought the advice of the Registrar of Members' Financial Interests. The Registrar's view is that from what Mr Ross has said, he is not the person who funded Mr Johnson's overseas visit. This is on the basis that there was no agreed exchange of accommodation and what Mr Ross describes is a goodwill arrangement whereby he made his villa available to the company from time to time as a favour. The Registrar notes that Mr Ross has not described it as a timeshare arrangement.

77. Mr Johnson responded to the Registrar's advice (15 January 2021) with reference to his office's communication with the Registrar in January 2020, when Mr Johnson's office attempted to register the entry as "*received hospitality in the form of use of a private house organised by a friend, Mr David Ross.*" The Registrar amended this to receiving "*accommodation for a private holiday*".¹⁰² It is unfortunate that Mr Johnson did not clarify why he had listed Mr Ross as the donor of the visit but also referred to his having 'organised' it. The rules require Members to register the name of the donor as being the person who 'funded' the holiday and Mr Johnson has consistently and continuously maintained that Mr Ross is the 'donor'. The Registrar at that time had not been given any information about who owned the villa and the financial arrangements, which would have enabled her to provide more tailored advice about the register entry.

78. My assessment has been made more difficult by a shortage of evidence, by conflicting media reports and by the absence of documentary evidence of financial transactions. After an investigation lasting over a year, I am unable to reach a conclusion about who funded Mr Johnson's accommodation in Mustique. The media have reported that the owners received payment for this, and also that the Mustique Company denied making this payment, but none of this evidence has been corroborated. The Mustique Company have provided no information at all about who made the reported payment or how much it was. If I had been provided with the identity of the payer it is likely that I would have regarded this person or organisation as the "donor" for the purposes of Mr Johnson's Register entry. Mr Ross has told me that he did not "recompense" the villa owners, so I do not believe that he was the "donor". He later said that he made his own villa available to cover the "notional" costs of Mr Johnson's accommodation. However, this information was provided to me some eight months after the start of my inquiry, and neither he nor Mr Johnson has explained how this related to the initial payment reportedly made to the villa owners. I do not know why neither Mr Johnson nor Mr Ross had informed me before October 2020 about Mr Ross's agreement with the Mustique Company. While it might be that in the spring of 2020 Mr Ross did not make his villa available to the Mustique Company, it is hard to explain why he did not at that stage tell me that he had agreed to do so in future. I have not been provided with the date or other particulars of any agreement between Mr Ross and the Mustique Company, or with documentation relating to any such agreement.

79. There is also a lack of documentary evidence about the payment which, according to the media, was received by the villa owners. Mr Johnson has told me that he believes they were paid for his stay, but I have not been provided with any evidence about who paid them or how much. If this payment was made but not by Mr Ross, some other person or organisation must have been responsible. In short, without further information about the

payment and other arrangements I am unable to reach a firm view on who met the costs of Mr Johnson's holiday accommodation in December 2019 and January 2020 and whether they were later repaid.

80. I can understand that after the stress and business of a General Election the Prime Minister might have relied on others to make the arrangements for his holiday. But this did not remove his responsibility to find out the full facts about his free holiday accommodation before he decided to accept it. And even if he did not succeed in establishing these facts before he arrived in Mustique. I would have expected Mr Johnson to make conscientious enquiries at that stage to find out who owned the villa, who (if anyone) was going to pay the owners and how much. It was clearly a different arrangement to the one he had expected, which was the loan of a friend's holiday house; and it raised the possibility that a payment would be involved. Mr Johnson has not provided any evidence to demonstrate that he had made sufficient enquiries to ascertain all the necessary information before I sent him my draft memorandum in 2021.

Mr Johnson's comments on a draft of this Memorandum

81. I wrote to Mr Johnson on 16 February 2021 to give him an opportunity to comment on a draft of my memorandum. Mr Johnson wrote to me on 12 March 2021, attaching a letter from his solicitors.¹⁰³ I also received a letter from Mr Ross, forwarding a letter from the Managing Director of the Mustique Company dated 9 March 2021.¹⁰⁴

82. In view of the additional information I had received, I asked further questions of Mr Ross in a letter dated 19 March 2021.¹⁰⁵ I also sought further advice from the Registrar, 19 March 2021.¹⁰⁶

83. Both responses were sent to Mr Johnson on 1 April 2021.¹⁰⁷ Mr Johnson responded on 6 April with additional comments.¹⁰⁸

84. I have incorporated the most significant newly acquired information into the body of the memorandum where appropriate.

85. I have reviewed all the additional information which I have received, which although useful does not justify a significant move from my initial conclusions, save that having had sight of the letter from the Managing Director of the Mustique Company, I do not have any evidence to suggest the value of £15,000 is unreasonable.

86. I do not accept Mr Johnson's submissions through his solicitors that the House's rules did not require him to register the holiday in Mustique. His solicitors state:

"In January 2020, our client's office sought advice from the Registrar on whether it was necessary to register a benefit in relation to his holiday to Mustique. This is because the benefit relating to a private holiday had no direct connection with his parliamentary or political activities, but arose from his personal relationship with Mr David Ross. The Registrar confirmed

103 Written Evidence 33

104 Written Evidence 31

105 Written Evidence 35

106 Written Evidence 36

107 Written Evidence 39

108 Written Evidence 40

that the client was required to register the benefit only if it related in some way to his membership of the House or to his parliamentary or political activities. Notwithstanding this confirmation, our client decided, out of an abundance of caution, to register a benefit in order to ensure transparency and compliance with his obligations. This is an important consideration in assessing whether there was any breach of the Code: it would or indeed could not be a breach of the Code if there was no actual requirement to register a benefit". (page 4 of written evidence 33)

87. I asked the Registrar her views on this point. She responded as follows:

"You ask whether I consider that there was a requirement for Mr Johnson to register his visit to Mustique. The answer is yes".¹⁰⁹

I agree with the Registrar's reasoning in her response that if a political donor such as Mr Ross, provides a Member with a personal benefit, this relates sufficiently to a Member's parliamentary or political activities to require registration under Category 3 or 4. In addition, the Registrar points to the overall purpose of the Register. Paragraph 4 of Chapter 1 of the Guide to the Rules says:

"When considering registration, Members are also required to keep in mind the overall purpose of the Register, which is to provide information about any financial interest or other material benefit which a Member receives which might reasonably be thought by others to influence his or her actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament. If a Member has any financial interests which meet that purpose but which do not fall clearly into one of the defined categories, he or she is nonetheless required to register them, normally under the Miscellaneous category."

88. I agree with the Registrar that the free use of holiday accommodation valued at £15,000 might reasonably be thought to influence the actions of the Member recipient. For this reason, I find that Mr Johnson was required to register this benefit in line with the Rules and the Guide to the Rules. I do not accept Mr Johnson's solicitors' submission that this was a voluntary registration, as the Guide to the Rules does not provide for voluntary registrations.

89. It is unfortunate that I only received a letter from the Managing Director of the Mustique Company at the near conclusion of my inquiry, but I understand that there are legal prohibitions which prevented him providing this information to me directly at an earlier stage. The letter is useful in that the Managing Director confirms the Mustique Company were able to offer the alternative villa to Mr Ross's guests at a rate of £15,000 but does not go as far as to give details as to whether the owners of the villa were paid or how much was paid. He also speaks of his understanding that Mr Ross was responsible for compensating the company "in the usual way", but regrettably provides no further clarification as to what this entails.

Mr Johnson's comments on a second draft of this Memorandum

90. I wrote to Mr Johnson on 7 May 2021 to give him an opportunity to comment on the factual accuracy of a revised draft of my memorandum. I received a letter from Mr Johnson's solicitors on 14 May 2021.¹¹⁰

91. The letter from Mr Johnson's solicitors does not raise any challenges as to the factual accuracy of this memorandum, but instead questions my interpretation of the evidence and application of the rules. I have reviewed the submissions made, and do not consider that I need to amend this memorandum as a result.

92. I note Mr Johnson's solicitor's assertion that Mr Johnson would be happy to conduct further enquiries. However, this investigation has now gone on for well over a year. I have made it clear that I require Mr Johnson to identify who paid for his holiday, and I do not consider he has identified who that was. I cannot see that granting more time at this stage would assist.

Conclusion

93. My inquiry began in March 2020, at a time when the effects of Covid-19 required Ministers' urgent attention. The pandemic undoubtedly added greatly to the demands on Mr Johnson, and he himself experienced a serious illness. In recognition of this I suspended my investigation for a period of two months. The events of March 2020 onwards do not remove the need for compliance with the House's rules on disclosure of interests.

94. Mr Johnson's holiday took place in December 2019 and January 2020. I would have expected him, before he arrived on the island of Mustique, to find out definitively who was to fund the free accommodation he had been offered, and what arrangements had been made to pay for it. He needed to have this information before he decided whether it was right to accept this benefit, and so that full details could be registered within 28 days. If Mr Johnson had not been satisfied that he knew the details I would have expected him conscientiously to reject the offer of free holiday accommodation. It was his responsibility to ensure that he had all relevant information at the time of accepting the benefit. Transparency and accountability are crucial for the public to maintain confidence in elected Members of the House.

95. It has been unusually difficult to find facts during this lengthy investigation. After an inquiry lasting more than a year, I have not found any reliable documentary that clearly outlines the arrangements for how Mr Johnson's holiday accommodation was paid. I am therefore not able to reach a view on whether Mr Johnson's Register entry was accurate and complete. But it is not my role to provide the missing information. This remains the responsibility of the Member.

96. I have also not been able to establish the basis on which the benefit received by Mr Johnson was valued at £15,000. I have however no reason to dispute that the villa could have been charged out at £15,000 for a last-minute booking for a party of similar size to Mr Johnson's and in similar circumstances, from 26 December 2019 to 5 January 2020.

97. Mr Johnson was right to name Mr Ross in his Register entry as the person who played a key role in obtaining a villa for Mr Johnson's use. I accept that Mr Johnson had

originally expected that the villa would be owned by Mr Ross. I find it surprising that, when he realised that he was to stay elsewhere, Mr Johnson did not establish the full facts about who was the owner of the villa, how the villa would be funded and the value of the benefit, before accepting the accommodation as a gift. Mr Johnson has told me that he believes the owners received a payment for his use of the accommodation. At another point he told me that Mr Ross arranged to meet the “notional costs” by making his own villa available to the Mustique Company on future dates. He has not explained how these two accounts relate to each other.

98. On two occasions, 12 March 2020 and 9 October 2020, in accordance with the principle of accountability, I asked Mr Johnson to make enquiries as to who paid for his use of the villa and to check the value of the benefit. I understand that Mr Johnson may have faced the same obstacles to disclosure from the Mustique Company that I have during my inquiry. But I have not been provided with evidence that Mr Johnson made any such enquiries in response to my request.

99. The rules require Members to fulfil “conscientiously” the requirement of the House in respect of the registration of interests in the Register of Members’ Financial Interests. Because he did not make sufficient inquiries to establish the full facts about the funding arrangements for his free accommodation, either before his holiday, as he should have done, or in 2020, I find that Mr Johnson has not fulfilled conscientiously the House’s requirements for registration. I find that this is a breach of paragraph 14 of the Code of Conduct. I also find that Mr Johnson has not shown the accountability required of those in public life.

100. Mr Johnson has breached the registration rules on three previous occasions. He has been referred to the Committee on Standards on two of these, in 2017–19.¹¹¹ On the last occasion the Committee said, “*Should we conclude in future that Mr Johnson has committed any further breaches of the rules on registration, we will regard this as a matter which may call for more serious sanction*”. I therefore refer this matter to the Committee on Standards for their consideration.

Kathryn Stone OBE

Parliamentary Commissioner for Standards

17 May 2021

111 <https://publications.parliament.uk/pa/cm201719/cmselect/cmstandards/1797/1797.pdf> and <https://publications.parliament.uk/pa/cm201719/cmselect/cmstandards/2113/2113.pdf>

Appendix 2: Written evidence from Rt Hon Boris Johnson MP dated 28 May 2021

Dear Chris,

I write further to your letter dated 20 May 2021, on behalf of the Committee on Standards (“the Committee”), in which you agreed that I could submit, by 28 May 2021, any further written observations on the final memorandum prepared by the Parliamentary Commissioner for Standards dated 17 May 2021 (“the Memorandum”). I am grateful for that opportunity.

1) I would like to summarise my own views on the Commissioner’s approach and the findings made in the Memorandum. These comments are in addition to the formal representations my solicitors made on my behalf in letters to the Commissioner dated 12 March 2021 (Written Evidence 33) and 14 May 2021 (Written Evidence 42) respectively. I continue to rely on those formal representations and would ask that the Committee consider them carefully. I attach copies of the relevant letters for your convenience.

2) In summary, I do not believe that I have breached the Code of Conduct either when making an entry in the Register concerning my holiday in Mustique or as a result of my conduct during the course of the Commissioner’s subsequent inquiry. However, and without prejudice to this position, I have also indicated to the Commissioner my willingness to resolve this matter by taking further steps or making further enquiries. Unfortunately, I have not to date been informed of the specific steps or enquiries that I should undertake in order to do so. This is a matter of considerable frustration to me, as I would have wished to reach a suitable resolution without having to trouble the Committee.

3) I emphasise that when taking steps to enter information on the Register, I acted in good faith and after obtaining advice. I understand that this has never been disputed. My office sought and received advice from both the Registrar and the Cabinet Office’s Propriety & Ethics team. Furthermore, it has never been suggested that the information I initially provided to the Registrar was itself inaccurate in any respect.

4) As to the entry in the Register itself, I note that the Commissioner has made no finding in the Memorandum that the entry was either inaccurate or incomplete in any respect. The Commissioner accepts (contrary to the position I understand her to have adopted at earlier stages in the inquiry) that I was correct to name Mr Ross in the Register, since he was the person who obtained a villa for my use. The Commissioner also confirms that she has no reason to doubt that the benefit I obtained in the form of use of accommodation should be valued at £15,000. However, she states it is necessary also to identify who funded the accommodation and that she is unable to reach a conclusion on this issue. Even here, however, the Commissioner acknowledges that the person who funded the accommodation may indeed have been Mr Ross.

5) The inability to reach a conclusion on the identity of the funder seems to be based on the fact that information has been provided to the Commissioner by Mr Ross and the Mustique Company in stages and that there is limited documentary evidence as to their arrangements. The Commissioner also places some reliance on assertions in unsubstantiated media reports from February 2020 that the Mustique Company did

not make any payment to the owners of the villa, although she accepts those assertions are uncorroborated. Whilst I acknowledge that there appears to be some informality in the arrangements between Mr Ross and the Mustique Company, and I agree that it is regrettable that information has been provided to the Commissioner in stages, as I have previously explained, the available evidence supports the conclusion that Mr Ross was indeed the person who funded the benefit in kind which I received. Furthermore, I do not believe it is correct to rely on uncorroborated assertions in media reports from February 2020 as a reason for omitting to reach that conclusion. It also remains quite unclear to me who else I could have named in the Register on the basis of the information and evidence obtained to date.

6) I understand that, in circumstances where the Commissioner has not concluded that the entry in the Register is inaccurate or incomplete in any respect, she has found that I acted in breach of paragraph 14 of the Code of Conduct, and in contravention of the principle of accountability, on a narrow basis. The Commissioner takes the view that I am in breach because I did not make sufficient enquiries to establish the full facts about the funding of the accommodation either before or after making an entry on the Register. I am extremely troubled by this conclusion:

- (1) I have some difficulty in understanding how the Commissioner has found such a breach in circumstances where it is not said that the entry in the Register is in fact inaccurate or incomplete. If the entry is not inaccurate or incomplete, there would be no relevant facts remaining to be ascertained and recorded in the Register.
- (2) I have throughout this inquiry, which has lasted more than a year, sought to assist the Commissioner. I have provided all such assistance that I was in a position to provide, taking account of the fact that the Commissioner was herself in the process of contacting witnesses. I have, throughout, sought to cooperate with the inquiry and agreed to my conduct being subjected to appropriate scrutiny.
- (3) I have also sought, through my solicitors, and on at least two separate occasions, to obtain clarification of the Commissioner's view on what further enquiries I should undertake in order to demonstrate that sufficient enquiries have been made. The Commissioner has not identified the specific further enquiries that should have been made. For example, she has not indicated who she considers I should have approached for further information about the funding of accommodation. However, the Commissioner continues to rely on the absence of sufficient enquiries as the reason, and only reason, for finding a breach of paragraph 14 of the Code of Conduct and a contravention of the principle of accountability.
- (4) I also consider that the Commissioner's conclusion regarding the insufficiency of enquiries fails to take account of all of the relevant circumstances. In particular, if it is being suggested that I should have made further enquiries with the Mustique Company, I am not sure I can agree. I understand that there are legal restrictions on the ability of the Mustique Company to disclose information to third parties. The Commissioner has herself accepted such restrictions exist. I do not think it would have been appropriate for me to apply undue pressure on the Mustique Company to provide information in circumstances where it had

already confirmed to the Commissioner that it was prohibited from doing so. That would have risked being perceived as an attempt to press the Mustique Company to act in breach of its legal obligations. Alternatively, if it is being suggested that I should have made further enquiries with media organisations in respect of assertions made in their reports, I am doubtful that it would be reasonable to expect me to do so.

7) As a result, I remain extremely concerned about the conclusions reached by the Commissioner in the Memorandum and consider it necessary to express my concerns to the Committee. In making these observations I intend no discourtesy to the Commissioner herself.

8) Furthermore, now that this matter has been referred to the Committee, it remains my strong desire to seek a suitable resolution. I wish therefore to confirm that, although I do not accept that I have acted in breach of the Code of Conduct or in contravention of the principle of accountability, I am willing to take further reasonable steps to resolve this matter.

I hope that these observations will be of assistance to the Committee in its deliberations.

Appendix 3: Correspondence between the Committee Chair and Rt Hon Boris Johnson MP

Letter dated 16 June 2021 from the Committee Chair to Rt Hon Boris Johnson MP

Dear Boris

Following discussion of the Commissioner's memorandum, the Committee is concerned that there is still uncertainty about the facts behind your registration. I have therefore been asked to make further urgent enquiries on behalf of the Committee.

I would be grateful if you could answer the following questions individually no later than 4 pm on Wednesday 23 June 2021.

1. Which villa on Mustique did you stay in?
2. Do you know who owns it? If you believe that the owners of the villa are Sarah and Craig Richardson, as stated in media reports cited by your solicitors in their letter of 12 March 2021, is that belief based on those media reports or on other information that you hold?
3. How and when did you first discover that the villa in which you were staying did not belong to Mr Ross?
4. On what date, following your discovering that you were not staying in Mr Ross's villa, did you first make enquiries about whose villa you were staying in and the arrangements for paying for it?
5. To whom did you address these enquiries?
6. What did you ask them?
7. What answer did you receive?
8. Is there any contemporary evidence (such as emails) of that answer? If so, please supply copies.
9. If your initial enquiries were not made to Mr Ross, when did you first ask Mr Ross about the funding arrangements for your holiday once you realised you were not staying in Mr Ross's villa?
10. What did you ask Mr Ross at that time?
11. What answer did you receive?
12. You first mentioned the possible existence of a reciprocal agreement between Mr Ross and the Mustique Company in your letter to the Commissioner of 22 October 2020. Why did you not disclose this earlier?

Reply from Mr Johnson dated 25 June 2021

THE RT HON BORIS JOHNSON MP



HOUSE OF COMMONS

LONDON SW1A 0AA

0207 219 4682

Chris Bryant MP
 Chair
 Committee on Standards
 House of Commons

25 June 2021

Dear Chris,

Thank you for your letter of 16 June. I am happy to assist further by providing the additional information that you have requested.

Name of the property (#1)

The name of the particular property was 'Indigo'. As my solicitor's letter to the Commissioner of 12 March 2021 (paragraph 10) explains:

"Our client's staff have contacted the police team who made security arrangements for his visit. The villa in question was identified throughout the course of making logistical and security arrangements by reference to its name ("Indigo") rather than by reference to its particular owner. The logistical arrangements were made solely with the Mustique Company rather than with any owner of the villa. This is because the Mustique Company manages all of the villas on the island that are used for visitors. It also exercises a high degree of control over the island and no trespassers are permitted on the island. The police undertook a search of the villa in advance of our client's arrival but, given the control the Mustique Company exercises, it was not necessary to enquire into the ownership of the villa. Upon his arrival in Mustique he was taken straight to the villa by the Mustique Company's head of security. It was not necessary to make enquiries as to the ownership of the villa in order to ensure appropriate security arrangements were in place. If helpful, our client is willing to provide additional documentary evidence to illustrate how the logistical arrangements were arranged using the name of the villa (not the name of the owner of the villa). We also note that you have inspected the Mustique Company's website in the course of this inquiry: you will have seen how the individual villas are marketed by their villa name and are available to hire, as you would a hotel. There is no reference to any owner."

Identity of the property's owner (#2)

I have never met the underlying owner(s) and have never had any contact or relationship with them. I have read press reports that Mr & Mrs Richardson were the owners, but cannot confirm either way. I made this clear to the Commissioner in my letter of 12 March 2020.

The use of the property was provided through Mr Ross, who had his own financial arrangements with the Mustique Company. I listed his name in the declaration as he was the only identifiable person involved in these arrangements.

MEMBER OF PARLIAMENT FOR UXBRIDGE AND SOUTH RUISLIP



I would note this underlying property ownership is information which the Mustique Company is not legally permitted or willing to disclose.

As my solicitor's letter of 12 March 2021 (paragraph 9.3.i) explains:

"As Mr Ross has informed you, at the time he obtained agreement of the Mustique Company for the use of a villa at no cost (due to a very late cancellation), he had not identified our client as the person who was proposed to use the villa. Rather, his enquiries were made on the basis that the villa would be used by an associate of his to whom he referred as Mr Jones: see Mr Ross's letter to you dated 20 July 2020. It was Mr Ross who then conferred the benefit of the use of the accommodation on our client by offering that he should be the person who was provided with the use of the accommodation. It was within his gift to identify another individual to whom the accommodation should be provided at no cost instead of to our client, and within his gift not to have taken use of the property. Without his intervention, and without his election in making the use of the villa available to our client, the benefit could not have been conferred upon him."

I would refer you to the letter from the Mustique Company to Mr Ross of 9 March 2021, provided to the Commissioner on 11 March, which re-affirms that Mr Ross was the beneficiary of the arrangement to have the use of the property for use of his guests.

Becoming aware of the different ownership (#3)

As noted in my solicitor's letter of 14 May 2021 to the Commissioner (paragraph 10):

"In fact, it only become apparent to Mr Johnson after several days that this was not Mr Ross's personal residence. As we noted in our previous correspondence, the villas were listed by their villa name not the name of the owner, and this villa is available to rent to the wider public. It was entirely reasonable for the Prime Minister and his professional security team to act in the way they did before and on arrival."

As is evident from the Mustique Company's website, all the properties are rented out for use by third parties from time to time:

It was not immediately apparent to me that this was not Mr Ross's own personal residence. I only became aware after several days, after briefly communicating with Mr Ross.

Enquiries on the arrangements (#4-8)

Further to my points in my letter to the Commissioner of 15 October 2020, I corresponded briefly with Mr Ross during the stay, and after the stay, I spoke substantively by phone. I do not retain the ephemeral personal communications.

Mr Ross explained his property had already been booked, and that he had an arrangement with the Mustique Company for the use of the separate property.



My understanding was that the Company would make commensurate arrangements with the owner of the property, and Mr Ross had an arrangement in turn with the Company to make available his own property at a future date for their use.

Confirming the declaration (#9-11)

After the visit, my political staff contacted Mr Ross to make arrangements for the House of Commons Register declaration. This included establishing that the value of the donation in kind was £15,000 and confirming that it was a donation from Mr Ross.

Mr Ross liaised with the Mustique Company to confirm the notional value – and necessarily that it was he (Mr Ross) who was providing the donation. Mr Ross concurred with the wording of the draft declaration; this draft declaration was then provided to the Registrar on 20 January 2020.

As my letter to the Commissioner of 15 January 2021 shows, the Registrar subsequently recommended amending the wording of that declaration. Whilst my office naturally accepted this advice, the original entry was “my partner and I received hospitality in the form of use of a private house organised by a friend, Mr David Ross”. This was changed to “accommodation for a private holiday for my partner and me”.

With hindsight, this would have been a clearer description of the nature of the transaction of a donation in kind, as it would have avoided some of the misconceptions in the *Daily Mail* reporting.

This draft wording submitted to the Registrar is relevant to the Committee in their first question in your letter on the name of the villa: it shows my intent was to declare publicly the use of a third party property, not Mr Ross’s own property.

I determined that Mr Ross, was:

- (a) personally able to arrange and finance the provision of a loan of a villa, and
- (b) had an existing relationship with the Mustique Company in this regard.

As noted in my solicitor’s letter of 12 March 2021 to the Commissioner (paragraph 9.2): “*the benefit conferred was the use of a particular villa during the period of our client’s stay. As he understands it, he was required to identify the person who conferred that benefit in kind upon him. It appeared to him at the time that Mr Ross was the person who conferred the benefit on him. It is for this reason that Mr Ross was described as the ‘donor’ of the benefit.*”

First mention of reciprocity (#12)

You mention my correspondence of 22 October 2020 [*NB. this is actually 15 October*] to the Commissioner on the ‘first mention’ of a reciprocal arrangement. The Commissioner’s inquiry was suspended from March to September 2020 due to my illness from covid. The subsequent dialogue with the Commissioner continued after that. The dialogue further explained my previous statements how Mr Ross had facilitated and ultimately funded the donation in kind.

Conclusions



I have conscientiously sought to provide more information to assist the Commissioner throughout her inquiry. As I have explained, extracting detailed information from the Mustique Company has been challenging because of the legal restrictions on their disclosures.

The Committee may certainly wish to consider whether additional guidance for all Members on such donations in kind would be helpful in the future.

I hope this information is useful to your deliberations and am again prepared to assist further as required.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Boris Johnson'.

Rt Hon Boris Johnson MP

Appendix 4: Correspondence between the Committee Chair and Mr David Ross

Letter dated 16 June 2021 from the Committee Chair to Mr David Ross

Dear Mr Ross

I am writing as Chair of the House of Commons Committee on Standards, following an investigation by the Parliamentary Commissioner on Standards into Mr Boris Johnson's registration in the Register of members' Financial Interests of free accommodation on the island of Mustique. I am grateful to you for your helpful correspondence with the Commissioner on this subject.

Following discussion of the Commissioner's Memorandum, the Committee is concerned that there is still uncertainty about the facts behind that registration. I have therefore been asked to make further urgent enquiries on behalf of the Committee.

I would be grateful if you could answer the following questions individually no later than 4 pm on Wednesday 23 June 2021.

1. Which villa on Mustique did Mr Johnson stay in?
2. Do you know who owns it?
3. What enquiries did Mr Johnson make of you regarding the owners of the villa and the arrangement for their recompense?
4. You have provided a letter from the Managing Director of the Mustique Company in which he says "It was and remains my understanding that you were responsible for compensating the company for the cost of the rental of this booking in the usual way." Have you made any financial payment to the Company in relation to Mr Johnson's stay - or compensated the Company in any other way? If so, please provide details of when this compensation was agreed, whether it was a financial or in kind transaction. If it involved your providing your property for free in exchange for Mr Johnson's stay, please provide details of these arrangements, including when these arrangements were agreed, who they were agreed with; when your property was to be available in return; and whether it was in fact used in this way or is still to be used in this way.
5. You wrote to the Commissioner on 9 September 2020: "You have asked as to whether or not I have recompensed the owner of the villa where Mr Johnston stayed for the duration of his holiday in any way at all. The answer is no." In your letter to the Commissioner dated 3 November 2020 you said that there was "an ad hoc understanding with them" (meaning the Company) and that you "had facilitated the accommodation." Could you please clarify who did recompense the owners of the villa, if anyone?
6. Why did you not refer to the existence of a reciprocal arrangement between you and the Mustique Company in your correspondence with the Commissioner in July 2020 or September 2020?

7. At the point that you offered Mr Johnson the use of accommodation not owned by you, via the Mustique Company, was there an agreement in place that you would provide use of your own villa in recompense? If so, please provide a copy of any written evidence of the agreement.

We would be very grateful if you could answer these questions individually and precisely, so that we can come to a secure and definitive determination.

If you would prefer to respond to the Committee in person rather than in writing, the Committee would be happy for you to appear before us to give oral evidence in private.

Reply from Mr Ross dated 24 June 2021

Dear Mr Bryant

Thank you for your letter of 16 June. The answers to the questions that you have posed are as follows:

1. I do not know the name of the villa.
2. I do not know who owns the villa.
3. I have no recollection of ever discussing with Mr Johnson the identity of the owners of the villa. I was asked upon Mr Johnson's return by his team as to the value of the property which I ascertained from The Mustique Company. I have since confirmed the terms of the reciprocal arrangement that I have with The Mustique Company and the matters detailed in my letters of 3 November 2020, 21 January 2021 and 29 March 2021.
4. Of course I cannot speak for The Mustique Company but I anticipate when they used the words 'the usual way' they mean the arrangement detailed in the letters referred to above. I have not made any financial payment to The Mustique Company in relation to Mr Johnson's stay.
5. Again I would refer you to my letters referred to above and indeed the other correspondence which explains my understanding of the position. I still view the arrangement as an ad hoc understanding as it is not a formal agreement. I have no knowledge about the compensation to which you refer.
6. With the greatest of respect I answered the questions that were put to me as I believe is clear from re reading the correspondence. No criticism was made in this regard by the Commissioner and you have described the correspondence as helpful .
7. Can I refer you to my answers to 4 and 5 above to my previous correspondence.

Appendix 5: Correspondence between the Committee Chair and Mrs Sarah Richardson

Letter dated 16 June 2021 from the Committee Chair to Mrs Sarah Richardson

Dear Mrs Richardson

I am writing as Chair of the House of Commons Committee on Standards, following an investigation by the Parliamentary Commissioner on Standards into Mr Boris Johnson's registration in the Register of members' Financial Interests of free accommodation on the island of Mustique.

We understand from Mr Johnson's solicitors that he stayed in 'Indigo'. The Mail Online carried the following reports on 13 and 14 February 2020: "Sarah Richardson, who owns the magnificent home where the Prime Minister stayed on Mustique, confirmed that she and her husband Craig had rented it out – and that they had 'got paid'. However, she said she had 'no idea' who had actually covered the cost of the rental as it had been handled by The Mustique Company, the island's management company."

It continued to quote you as saying the following: "We got paid for the stay – we get paid for anybody who rents our house. But we have no idea who paid for the house, whether he [Mr Johnson] did, or whoever this Mr Ross is – I don't know who he is – paid. All I know is that we got a statement saying we received a certain amount of income as a result of our house being rented. We don't get involved in who rents our house. That is the Mustique Company that handles that."

The Committee feels there is still some uncertainty about the facts behind Mr Johnson's registration. We hope that you might therefore be able to clarify some facts for us.

We apologise for any inconvenience this may cause you, but would be grateful if you could answer the following questions by 4pm, UK time, on Wednesday 23 June 2021.

1. Did Mr Johnson stay in Indigo and does it belong to you?
2. Were you, as the Mail claims you confirmed, 'paid' for Mr Johnson's stay? If so, when and by whom were you paid, what was the nature of that payment (whether financial or in kind), and what was the value of that payment?
3. Do you have any contemporary evidence (such as emails or invoices) that you could provide?
4. When did you become aware that Mr Johnson was staying or had stayed in your villa?
5. Have you spoken or corresponded with Mr Johnson in any way since his stay on this matter?

Please be assured that we would keep any private information you supply confidential.

Reply from Mrs Richardson dated 23 June 2021

Dear Mr. Bryant,

We are in receipt of your letter of inquiry dated 16 June 2021.

In response, please see below:

We no longer own Indigo, a villa on Mustique.

The Mustique Company is solely responsible for arranging and handling Mr. Johnson's visit to Mustique. I do not recall the exact dates. We were not involved in any arrangements. We did not know of Mr Johnson's intended stay until perhaps a day or two before his arrival. We understood that there was very strict adherence to security measures. We did receive financial payment from The Mustique Company for the rental of Indigo during Mr. Johnson's stay. I do not recall the exact amount we received but it was appropriate to the rental rates at that time.

We have never met Mr. Johnson. We have never communicated with Mr. Johnson.

Please contact The Mustique Company for information pertaining to this matter: Roger Pritchard, Managing Director of The Mustique Company

Andrew Roger, Attorney for The Mustique Company

Formal minutes

Tuesday 6 July 2021

Hybrid meeting

Members present:

Chris Bryant, in the Chair

Tammy Banks	Chris Elmore
Jane Burgess	Mark Fletcher
Andy Carter	Sir Bernard Jenkin
Alberto Costa	Dr Michael Maguire
Rita Dexter	Dr Arun Midha
Allan Dorans	Paul Thorogood

Draft report (*Boris Johnson*), proposed by the Chair, brought up and read.

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

Paragraphs 1 to 52 read and agreed to.

Five Papers were appended to the Report.

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

None of the lay members present wished to submit an opinion on the Report (Standing Order No. 149 (8)).

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

Written evidence was ordered to be reported to the House for printing with the Report.

[The Committee adjourned.]

Published written evidence

The evidence listed below will be published on the Committee's website: www.parliament.uk/standards

- 1 Letter from Mr Jon Trickett MP to the Commissioner, 13 February 2020
- 2 Mail Online Article, published 22:13, 13 February 2020 and updated 01:22, 14 February 2020
- 3 Letter from the Commissioner to Mr Jon Trickett MP, 2 March 2020
- 4 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 2 March 2020
- 5 E-mail from Mr Jon Trickett MP to the Commissioner, 5 March 2020
- 6 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 12 March 2020
- 7 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 12 March 2020
- 8 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 16 March 2020
- 9 Email from the Commissioner to Rt Hon. Boris Johnson's staff member, 7 April 2020
- 10 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 30 June 2020
- 11 Letter from the Commissioner to Mr David Ross, 7 July 2020
- 12 Letter from Mr David Ross to the Commissioner, 20 July 2020
- 13 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 1 September 2020
- 14 Letter from the Commissioner to Mr David Ross, 1 September 2020
- 15 Letter from the Commissioner to Mustique Company, 1 September 2020
- 16 Letter from Mr David Ross to the Commissioner, 9 September 2020
- 17 Letter from the Mustique Company to the Commissioner, 17 September 2020
- 18 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 9 October 2020
- 19 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 15 October 2020
- 20 Letter from the Commissioner to Mr David Ross, 22 October 2020
- 21 Letter from Mr David Ross to the Commissioner, 3 November 2020
- 22 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 10 November 2020
- 23 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 18 November 2020
- 24 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 24 November 2020
- 25 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 27 November 2020
- 26 Letter from the Commissioner to the Registrar, 27 November 2020
- 27 Email from the Registrar to the Commissioner, 1 December 2020
- 28 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 11 December 2020
- 29 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 15 January 2021
- 30 Letter from Mr David Ross to the Commissioner, 21 January 2021
- 31 Letter from the Managing Director of the Mustique Company to Mr David Ross, 9 March 2021
- 32 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 12 March 2021
- 33 Letter from Atkins Thomson Solicitors (acting on behalf of Mr Johnson) to the Commissioner, 12 March 2021

- 34 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 19 March 2021
- 35 Letter from the Commissioner to Mr David Ross, 19 March 2021
- 36 Letter from the Commissioner to the Registrar, 19 March 2021
- 37 Email from the Registrar to the Commissioner, 26 March 2021
- 38 Letter from Mr Ross to the Commissioner, 29 March 2021
- 39 Letter from the Commissioner to Rt Hon. Boris Johnson MP, 1 April 2021
- 40 Letter from Rt Hon. Boris Johnson MP to the Commissioner, 6 April 2021
- 41 Letter from Rt Hon. Boris Johnson MP to the Registrar, 6 April 2021
- 42 Letter from Atkins Thomson Solicitors (acting on behalf of Mr Johnson) to the Commissioner, 14 May 2021