

Report of an Investigation into a Complaint
brought against Cllr Surinder Gandhum of
Surrey Heath Borough Council by [REDACTED]
[REDACTED] on behalf of [REDACTED]
[REDACTED]

Private & Confidential

Final Version

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Richard Lingard – Curriculum Vitae

Educated at Magdalen College School Oxford and Southampton University, I qualified as a Solicitor in 1980, trained in private practice and spent four years in the commercial sector before going into Local Government.

Until my retirement in September 2011, when I became a non-practising Solicitor, I was the Head of Legal & Democratic Services and Monitoring Officer at Guildford Borough Council, for whom I worked for some 30 years.

Since 2011, I have conducted and reported on over 35 investigations covering allegations of misconduct against City, County, Borough, Town and Parish Councillors and Officers.

I have also carried out a number of procedural and governance reviews. My work has been mainly carried out for local authorities in Surrey, Berkshire, Hampshire and Kent. I also provide training sessions on ethical standards and I am an Independent Member of the Surrey Police Misconduct Panel.

EXECUTIVE SUMMARY

This is the final version of my report on an investigation that I have carried out into the alleged conduct of Councillor Surinder Gandhum.

The matter at issue formed the subject of a complaint set out by [REDACTED] in a letter dated 28 September 2018 to Mrs. Karen Limmer, Monitoring Officer of Surrey Heath Borough Council (SHBC) on behalf of his clients [REDACTED]

I have concluded that there have been a number of breaches of the Codes of Conduct of SHBC and Windlesham Parish Council on the part of Cllr Gandhum.

1. INTRODUCTION

1.1 The complainants in this matter are [REDACTED] who live at [REDACTED] Lightwater, Surrey. [REDACTED] an independent planning consultant, acted on behalf of [REDACTED] throughout and he submitted the complaint on [REDACTED] behalf.

1.2 The full text of the complaint is set out in [REDACTED] letter of 28 September 2018 to Mrs. Limmer which is reproduced at **Appendix 1**, and which should be read in order to place this report in context.

1.3 In summary, the complaint is that Cllr Gandhum acted improperly as a councillor, failed to declare the relevant interest(s) at a meeting of Windlesham Parish Council and called in [REDACTED] planning application in an effort to undermine its proper determination with a view to frustrating them into selling their land to him. The complaint further alleges that Cllr Gandhum sought to pressurize [REDACTED] into selling their property to him whilst at the same time working to undermine the chances of their application being approved.

1.4 Mrs. Limmer considered that if the complaint were proved, it was likely to amount to a breach of the SHBC Code of Conduct and following consultation with the Council's Independent Person, she instructed me to conduct an investigation into the matter and provided me with a copy of the letter of complaint, other relevant documentation and contact details for the various parties involved.

2. PROVISIONS CONSIDERED

2.1 In common with arrangements at all local authorities, SHBC Members are required to comply with a Code of Conduct. The Council has, in accordance with the requirements of the Localism Act 2011, adopted the Code of Conduct set out in **Appendix 2** to this report.

3.1 Although [REDACTED] did not initially specify which paragraph(s) of the Code he considered that Councillor Gandhum may have breached, nor was he under any obligation to do so, he subsequently wrote to me (on 8 November) with his assessment of the provisions of the Code of Conduct that he considered relevant in the circumstances and the ways in which he considered Cllr Gandhum to have breached them. That letter is reproduced at **Appendix 3**.

3.2 Those paragraphs are reproduced below for convenient reference.

General Provisions Part 1

- (a) **Selflessness.** Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family or their friends.
- (b) **Integrity.** Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their duties.
- (d) **Accountability.** Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
- (e) **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.
- (f) **Honesty.** Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
- (g) **Leadership.** Holders of public office should promote and support these principles by leadership and example.

General Obligations

- 2.1 You must treat others with respect
- 2.4 You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or the Council into disrepute, or in a manner which is contrary to the Council's duty to promote and maintain high standards of conduct by councillors and co-opted members.
- 2.5 You:
 - (a) Must not use or attempt to use your position as a councillor or co-opted member improperly to confer on or secure for yourself or any other person, an advantage or disadvantage: and
 - (b) must, when using or authorizing the use by others of the Council's resources: -
 - i. Act in accordance with the Council's reasonable requirements.
- 2.7 You must give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by the Council.

PART 2

Interests

- 1.1 As a councillor or co-opted member of the Council you must avoid participating in any decision where you could reasonably be seen as having an interest which compromises your honesty or objectivity.

Equally, you should avoid any action which might reasonably lead others to conclude that you were not acting selflessly or with integrity.

In order to assist with this, the Monitoring Officer must by law establish and maintain a register of interests, open for inspection by the public at the Council's offices and publicly accessible on the Council's website.

2. Disclosure of Disclosable Pecuniary Interests and participation in decision making

- 2.1 Subject to paragraph 4 (dispensations), if you are present at any meeting and you are aware that you have a disclosable pecuniary interest in any matter that will be, or is being, considered at that meeting, you must, irrespective of whether that interest has been registered:

- (a) Disclose the nature of the interest to the meeting (or, if it is a sensitive interest as described in paragraph 5 below, disclose merely the fact that it is a disclosable pecuniary interest);
- (b) Not participate in any discussion or vote regarding that matter; and
- (c) Withdraw immediately from the room or chamber (including the public gallery) where the meeting considering that matter is being held.

Where you have not previously notified the Monitoring Officer of that disclosable pecuniary interest you must also do so within 28 days of the date of the meeting at which it became apparent.

- 2.2 Subject to paragraph 4 (dispensations), if you are aware that you have a disclosable pecuniary interest in any matter on which either:

- (a) You are authorised to make decisions, or
- (b) You are consulted by an officer discharging powers delegated to them,

You must not, in relation to (a) above, take any decision on that matter or, in relation to (b) above, participate in any consultation with such officer in respect of that matter.

- 3.3 I agree with [REDACTED] that the provisions he cites may be relevant here, as are the underlying seven Nolan Principles of Public Life:

1. **Selflessness** - Holders of public office should act solely in terms of the public interest.
2. **Integrity** - Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.
3. **Objectivity** - Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.
4. **Accountability** - Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.
5. **Openness** - Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.
6. **Honesty** - Holders of public office should be truthful.
7. **Leadership** - Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

3.4 In addition, I consider that the Code of Conduct of Windlesham Parish Council (WPC) may also be relevant to this matter. A copy of that Code is reproduced at **Appendix 4**.

3.5 This Code, adopted by WPC pursuant to the same legislation as the SHBC Code, is drawn on broadly similar lines, and the obligations that I consider to be of relevance in this instance are as follows:

Member Obligations

When a member of the Council acts, claims to act or gives the impression of acting as a representative of the Council, he/she has the following obligations:

1. He / she shall behave in such a way that a reasonable person would regard as respectful.
3. He / she shall not seek to improperly confer an advantage or disadvantage on any person.

Declaration of Interests at Meetings

14. Where a matter arises at a meeting which relates to a financial interest of a friend, relative or close associate (other than an interest of a person in Appendix A), the member shall disclose the nature of the interest and not vote on the matter. He / she / may speak on the matter only if members of the public are also allowed to speak at the meeting.

3.6 In conducting my investigation, I have therefore assessed the complaint against both Codes of Conduct and the Nolan Principles.

4. PROCESS TO DATE

4.1 Following receipt and perusal of my instructions, I contacted Cllr Gandhum and [REDACTED] by email on 23 October with a view to arranging to meet and interview them. I contacted [REDACTED] by email the following day and arranged to meet [REDACTED] at their home address on Monday 29 October.

4.2 I arranged to meet [REDACTED] at his office in [REDACTED] on Monday 5 November and Cllr Gandhum at his home address on Friday 9 November.

4.3 In accordance with my normal practice and with their consent, I made digital audio recordings of my conversations with all four interviewees and used them as the basis of draft notes that I subsequently submitted to them by email for comment. They all subsequently approved my drafts with minor amendments and the following paragraphs are drawn from those notes as amended.

4.4 Save where otherwise appears, the comments, versions of events and opinions set out below are those expressed by [REDACTED] and by Cllr Gandhum respectively.

4.5 In the light of some of the issues, responses and comments raised during the early part of my investigation, I found it necessary to meet [REDACTED] for a second time (on 18 & 19 December 2018 respectively) and in order to seek his comments on what I had been told at those second meetings I considered it fair and appropriate to exchange a number of emails with Cllr Gandhum by way of follow-up and clarification of certain issues.

4.6 In view of the sequence of meetings that took place, I have in the interests of clarity arranged the notes that follow so as to produce, so far as is practicable, an integrated version of the various responses to my questions and the counter-responses submitted by all parties after my second round of meetings.

5. [REDACTED]

5.1 [REDACTED], whose family have lived at [REDACTED] Lightwater [REDACTED] for some [REDACTED] are the joint owners of the property, [REDACTED]. The parts of the property other than the residential dwelling have not been in active use since [REDACTED] 2015.

5.2 The property was originally a [REDACTED] and [REDACTED] ran a [REDACTED] business from the site. This changed in 1996 into a [REDACTED] business. [REDACTED] ran for about 17 years until [REDACTED] in December 2013. They also had a few cattle on the site but disposed of them in about 2007.

5.3 [REDACTED] explained that [REDACTED] had had the property on the market for some two years but a S. 52 Agreement and an agricultural occupancy condition linked to two earlier planning consents [REDACTED]

which limited the use of the property, had deterred all would-be purchasers. They went through three different agents and four aborted sales. They had also identified a property into which they wanted to move but this came to nothing because they could not sell.

5.4 They took the property off the market at the end of April 2018, partly because they *'simply wanted a rest from the hassle of trying to sell it'* and partly because they had been harassed by a number of *'unsavoury characters'* who were pressurising them into selling the yard.

5.5 They eventually decided, on the advice of their solicitor, [REDACTED] of [REDACTED] to try and get the restrictions lifted and were in due course referred to [REDACTED]. They had had no previous dealings with that firm but contacted them in order to get some advice on how to proceed.

5.6 Apparently, [REDACTED] had initially approached a different firm of Planning Consultants (in Guildford) who for some unknown reason were unable to take on the job but they suggested that an approach be made to [REDACTED] and this is how [REDACTED] who is a director of that firm, became involved.

5.7 [REDACTED] mentioned to [REDACTED] that it might be useful to have a chat with 'Surinder' – i.e. Cllr Gandhum. They knew that he was a member of SHBC and that he had dealings with planning matters. They had known him for many years through his management of the Post Office in Lightwater.

5.8 [REDACTED] accordingly went into the Post Office on 4 May 2018 and had a quick chat with SG. Later that day and at his request, she took [REDACTED] marketing brochures into the Post Office to give to SG. His first advice was (and [REDACTED] wrote this down):

'Get the tie lifted, sell to a developer. You're sitting on a goldmine there. I wish you'd come to see me six months ago. I would have bought the place from you.'

5.9 [REDACTED] told him that they had been in touch with a planning expert, seeking advice about lifting the tie. SG asked who they had been in contact with. [REDACTED] told him that it was [REDACTED] but that she had not yet met him and that she knew nothing about him.

5.10 SG then said words to the effect of:

'Don't go anywhere near him; he's a cowboy and the biggest con-man going.'

5.11 [REDACTED] was surprised at but disregarded what SG had said about [REDACTED] but left her contact details with him. A few days later he rang to ask if he could visit [REDACTED] at the property and she agreed. SG arrived on his own. He again mentioned [REDACTED] and said that he *'had had him sacked'* from SHBC. [REDACTED] told me that she does not know the history of the issue between SG and [REDACTED] although she believes it was something to do with a piece of land.

5.12 Prior to SG's visit the only contact [REDACTED] had had with [REDACTED] was one telephone call. [REDACTED] were not at that stage sure whether they were going to go ahead with an application. [REDACTED] showed SG round the property and she

said that his eyes were 'out on stalks'. He said: 'I'll buy this from you and sit on it'.

- 5.13 [I told ██████████ at our second meeting that when I met SG, he had told me that ██████████ had said: 'Surinder, why don't you buy it?'. Their response was 'Nonsense – that's simply not true'.]
- 5.14 SG then left and came back again a few days later with ██████████. On this occasion he had some paperwork with him, although ██████████ were not aware of what it was. SG told them that he had spoken to someone at SHBC who had in turn told him that ██████████ would have to apply for what he referred to as a 'Section 336'.
- 5.15 ██████████ said that she was subsequently advised by ██████████ a Rural Planning Adviser whom ██████████ had brought on board and who was also helping them, that S.336 was a reference to that section of the 1990 Town & Country Planning Act which sets out a definition of agriculture.
- 5.16 ██████████ is an independent Chartered Surveyor (RICS qualified ██████████), a Fellow of the British Institute of Agricultural Consultants and a member of the Town and Country Planning Association with a practice based in ██████████.
- 5.17 ██████████ said that SG told her that he had a partner or colleague interested in his proposed purchase of the property but she said he was 'cagey' about the identity of this person and that he would not initially disclose who it was although he did eventually say that it was his accountant. ██████████ does not know whether this is in fact the case.
- 5.18 I told ██████████ at my second meeting with them that SG's version of events was that he had told them right from the outset that the only person who was ever interested in buying their property was his accountant, ██████████ and not him.
- 5.19 ██████████ both denied that SG had ever told them that he had a genuine potential purchaser. They said that they were 'absolutely clear from start to finish' that it was SG who was interested in buying the property, albeit with a partner.
- 5.20 SG had said to ██████████ a couple of times that this other person involved had said to him '...as long as ██████████ were prepared to sign something...'. ██████████ does not know what this was but assumes that it may have been something to do with the history of the site.
- 5.21 According to ██████████ SG told them that he wanted them to start the process off by applying for the S.336 to be removed and that he and A. N. Other (my nomenclature) would then take it over. He also said that they would give them £1000 towards their legal fees and £1m for the property. ██████████ showed me the original of the note on which SG had written his proposed terms. A copy of that note is reproduced at **Appendix 5**.
- 5.22 It will be seen that the advice about S.336 is set out in brief at the top of the note and underneath that it says 'We (my emphasis) will [pay] Solicitor Fee £1000 and Genuine buyers (plural – my emphasis). There is also a note about saving (presumably the agents') fee of 1.5% and a purchase price of £1m. The

names of Cllr Gandhum and [REDACTED] appear at the foot of the note alongside the figure of £20K – as to which, see below.

- 5.23 I told them that SG had explained to me that the note recorded terms suggested by [REDACTED] (SHBC Planning Officer) as possible terms for its purchase by his accountant, [REDACTED] wondered why if this was the case, [REDACTED] name did not appear on the note.
- 5.24 [As I understand it, the terms suggested by [REDACTED] were confined to lifting the tie. There is no suggestion that he was involved in advising on any financial aspects of the proposed transaction.]
- 5.25 When I mentioned to [REDACTED] that SG's explanation for his and [REDACTED] names appearing on the note was that [REDACTED] had kept calling [REDACTED] 'Fatima', they both laughed.
- 5.26 [REDACTED] said that the truth of the matter was that during their conversation, she and [REDACTED] had been talking about the Gandhums' recently married daughter who had worked in the Post Office from time to time and that [REDACTED] had heard SG call someone 'Fatima' and she thought this was their daughter. She asked [REDACTED] if that was in fact her daughter's name. [REDACTED] replied that it was not and told [REDACTED] her actual name, although [REDACTED] told me that she could not now remember it.
- 5.27 [REDACTED] were quite clear that the note was a record of possible terms for the purchase by SG of their land, albeit possibly in conjunction with another person whose identity they did not know and that it was certainly not as an aide memoire as to [REDACTED] name that SG had written that part of the note.
- 5.28 [REDACTED] said this about the '£20K' written on the note:
'Surinder knew [REDACTED] had been messed about with past buyers and when he wrote his offer he was very keen to emphasise the fact a 'genuine buyer', he then said words to the effect of "whenever we go into something like this we have a little agreement whereby we agree to give the other one £20K if one pulls out". That was his way of emphasizing he was a genuine buyer'
- 5.29 When I subsequently asked SG for his recollection as to the meaning of the '£20K', his first reaction was to say that he could not remember but when I told him what [REDACTED] had relayed to me as his explanation, he said that neither he nor [REDACTED] had said anything of the sort.
- 5.30 [REDACTED] declined his offer. [REDACTED] told me that they did not want to get involved with SG as a potential purchaser, but had merely wanted some advice as to how to proceed. After they had been shown round the property, SG and [REDACTED] left.
- 5.31 SG subsequently made a number of telephone calls to [REDACTED] asking whether they had yet made a decision about selling their property. [REDACTED] told him that they had not and that they just wanted a break and that they were proposing to try themselves to get the tie lifted. [REDACTED] told me that [REDACTED] were 'on hold' at this stage.

- 5.32 When I told ██████████ that SG had denied that he had ever expressed an interest in buying their property, they were momentarily speechless until ██████ said 'He's lying'.
- 5.33 I asked ██████ whether she was absolutely sure that SG had said 'I'll buy it'. She said she was.
- 5.34 ██████████ then decided to go ahead with the application and they instructed ██████ and, through him, ██████████ to submit an application for the lifting of the tie and discharge of the S.52 Agreement. ██████ and ██████ both visited the property and met ██████████. In due course the application was submitted (Reference No, ██████████) and it was registered on 15 August.
- 5.35 In their capacity as consultees, Windlesham Parish Council considered the application on ██████████. ██████████ went to that meeting together with ██████. Their recollection is that SG (who was at the meeting) said 'something about a ten-year rule' and that he had told ██████ about this. He did not declare any form of interest.
- 5.36 [At the time of my first meeting with ██████████ I was awaiting a copy of the Parish Council minutes, but they are now to hand. They do not record a declaration of interest by Cllr Gandhum - see Paragraph 6.21 below.]
- 5.37 ██████ said that she did not really take any notice of what SG had said about ██████ because as far as she was concerned, whatever it was, it was history and that ██████ had done exactly what they had asked him to do – namely advise on and submit the appropriate application for lifting the tie and discharging the S.52 Agreement.
- 5.38 ██████ said that she was aware that SG did not have a high opinion of ██████ but added that ██████ had never said anything derogatory to them about SG.
- 5.39 ██████████ subsequently found out that their application had been called in. Whilst they had no problem with the principle of this, they were curious as to why it had been called in and by whom, so on ██████████ ██████ went into the Post Office at about 9am and asked SG who had called it in. He said that he had no idea but that he would find out and let her know.
- 5.40 He then said 'I told you not to have anything to do with ██████████ I suppose he's done a deal with you'. ██████ confirmed that SG had indeed referred to ██████ as a 'cowboy' or 'conman' when she was in the Post Office. ██████████ also both confirmed that SG had definitely told them not to have anything to do with ██████.
- 5.41 ██████ told SG that she had done no deals with anyone but had simply paid ██████ and ██████████ for the work that they were undertaking on her behalf. She showed me the various invoices that she had paid, to SHBC, to ██████████ and to ██████████ as evidence that she had been paying for professional services and not 'doing a deal' with ██████ or anyone else.
- 5.42 ██████ said she was insulted by SG's remark and thinks that he did not believe that she had not come to some form of arrangement with ██████.

- 5.43 She then said to SG that she did not know what had happened between SG and [REDACTED] many years ago, but whatever it was should not affect the way in which their planning application was handled.
- 5.44 SG's reply was *'Oh but it will, it will'*.
- 5.45 I pressed [REDACTED] as to whether she was sure SG had said this. She said *'Absolutely one hundred percent'*.
- 5.46 [REDACTED] denied that [REDACTED] had 'put them up' to anything. He is not a personal friend of theirs but an independent professional whom they employed on a recommendation to help them secure planning consent. Although [REDACTED] had apparently used [REDACTED] removal company in the past, [REDACTED] does not remember him specifically from that occasion.
- 5.47 I told [REDACTED] that SG had denied saying he did not know who had called in the application. [REDACTED] said that he most definitely had said this and that when she asked him in the Post Office who had called the application in, *'He couldn't look at me. He said that he had no idea but would find out and let me know. He lied to me'*.
- 5.48 SG then followed this up with another offer for the property. [REDACTED] said that while she was talking to him in the Post Office on a later occasion, SG had said: *'My offer still stands. You've got until October. I'll buy it as it stands with the restrictions in place.'*

Note: In response to the draft report, [REDACTED] said this:

'SG made that offer again to me on the 19th Sept after he said all those other things to me. I have not been anywhere near the post office since the 19th Sept.'

- 5.49 SG's comment that [REDACTED] involvement would adversely affect the planning application made [REDACTED] feel extremely uncomfortable, not least because she did not know what was behind it - nor was she interested. Her sole concern, and that of [REDACTED] was to secure the success of the planning application, which she was satisfied was being perfectly well handled by [REDACTED] with input from [REDACTED].
- 5.50 [REDACTED] decided to contact another councillor for further advice. She initially contacted Cllr John Winterton and, through him, Cllr Hawkins. Cllr Winterton was aware of some 'history' concerning [REDACTED] but said that it was now 'history'. He said that he would contact the case officer, [REDACTED].
- 5.51 It was shortly after her meeting with Cllr Winterton that [REDACTED] discovered that SG had called in the application and she emailed Cllr Winterton to that effect for his advice. He suggested that [REDACTED] contact [REDACTED] his line manager, or the Chairman, Cllr Hawkins. [REDACTED] subsequently telephoned Cllr Hawkins who said that he would investigate the matter.
- 5.52 Reproduced at **Appendix 6** is an email exchange mail between Cllr Hawkins, Mrs. Limmer, [REDACTED] (the Planning Case Officer) and SG. It will be seen that Cllr Hawkins advised Mrs. Limmer that [REDACTED] had been in touch with him and

that she had told him of SG's offer to buy the property and that Mrs. Limmer secured confirmation from ██████████ that SG had called in the application. ██████████ forwarded the call-in email from SG and that message is included in the exchange reproduced here.

5.53 ██████████ showed me a copy of an email dated 17 September from ██████████ to ██████████ which read as follows:

'Dear ██████████

I am very sorry for the delay in response. I looked through the supporting information at the validation stage and was of the opinion that we did not need to instruct an agricultural consultant. However, since then, the application has been called in by one of the Ward members. If officers recommend that the S.73 be granted, we may have to reconsider this. I am on leave for the rest of the week, returning on 24 September. I will speak to my team leader on my return and update you a s a p. Apologies again for the delay in progress'.

5.54 The application was originally scheduled to go to Committee on ██████████ but was finally approved on ██████████

5.55 ██████████ did not seek to explain to ██████████ the 'history' of his association with SG and in any event, ██████████ considers it irrelevant, for the reason already cited. ██████████ was however so concerned at what SG had said to her on 19 September that she felt she had to tell ██████████ about their conversation. He asked whether she wanted him to lodge a complaint and she said that she did. There then followed ██████████ letter to the Monitoring Officer dated 28 September.

5.56 ██████████ said that she was disappointed in SG and that she would have expected him to say something along the lines of 'OK, I'll put in a good word for you' and support the application. Instead of which, ██████████ said, he had 'stabbed them in the back.'

5.57 ██████████ are convinced that SG was trying to scupper their application. They are not sure why he wanted to do this but they believe that whatever happened in the past between SG and ██████████ may have been the reason behind his behaviour.

5.58 ██████████ said that the root of their difficulties had been SG calling in their application. When she first approached him, she had done so for help, advice and support and when he visited them at home, they 'poured their hearts out' to him about the problems they had had with the planning restrictions, their consequent inability to sell their land and the numerous unsavoury characters who had been attempting to buy it.

5.59 As far as ██████████ were concerned, the terms written on the note referred to above reflected an offer by SG to buy their land and they rejected it. From that point on, they regarded SG as 'history' and when they found out that he had called in their application, they were 'extremely upset and felt betrayed and hurt'. They are convinced that had SG not called the application in, they might well have secured their planning permission sooner and sold their property by now.

5.60 When I told ██████████ at our second meeting that SG had suggested to me when I met him that they had been working from a script that ██████████ had written

for them, they ridiculed the idea but said that they had long suspected that this was what SG thought and that he had probably called in their application out of spite, whether directed at them or [REDACTED] they could not say.

5.61 [REDACTED] said *'We're not a couple of puppets with [REDACTED] pulling the strings. His suggestion is absolute rubbish'*.

5.62 Finally, they confirmed that they (and not [REDACTED] are the complainants in this case and that they endorse his views as to potential breaches of the SHBC code set out in his letter to me of 8 November 2018.

6. [REDACTED]

6.1 [REDACTED] is a member of the Royal Town Planning Institute and has been with [REDACTED] for almost four years, prior to which he had worked at SHBC as their [REDACTED]. He was at SHBC for some three years. Earlier in his career he worked for the [REDACTED] for [REDACTED] Borough Councils and also spent some time in private practice. In all, he has some 25 years' experience in Town & Country Planning.

6.2 I told [REDACTED] that his clients' main concern as expressed to me was that their planning application should be dealt with as efficiently and fairly as possible and that as far as they were concerned, any previous 'history' between him and Cllr Gandhum (SG) was not relevant to that application. That said, I asked [REDACTED] if he wanted to tell me about that 'history' in order to place the matter in context and to assist me in forming a view as to its relevance.

6.3 [REDACTED]

[REDACTED] he submitted an application for development of the site.

6.4 [REDACTED]

[REDACTED] The application was approved. [REDACTED]

6.5 While the application was being processed, SG asked [REDACTED] whether he would be willing to sell the land to him. He told [REDACTED] that he knew people who would be interested in buying the land. [REDACTED] regarded this approach as highly irregular, particularly as SG was a member of the Planning Committee and thus represented the local objectors (of which there were a fair number) and the Head of Planning had expressly advised all Councillors not to discuss [REDACTED] application with him or to have any dealings with him about it. Equally, [REDACTED] was forbidden to speak about it to anyone else associated with the Council.

6.6 [REDACTED] reported SG's approach to his line manager and although the matter was not taken further at that stage, SG subsequently sought to speak to the application at Committee and [REDACTED] raised the matter with SHBC's then Monitoring Officer who investigated the matter. [REDACTED] does not however know the outcome of that complaint. His application was approved.

- 6.7 [REDACTED] told me that he had left SHBC 'for various reasons' about a year later with an unblemished record and had thought that that was an end of the matter.
- 6.8 [REDACTED] told me that his previous 'dealings' with SG were limited to a short verbal exchange about the possibility of SG buying [REDACTED] land. SG simply approached [REDACTED] (either in the street or in the Council car park – there are conflicting accounts) and since that brief conversation, [REDACTED] has had no contact at all with SG.
- 6.9 [REDACTED] deals with applications for clients across Surrey, including a number in Surrey Heath, but he always ensures that he does not deal directly with any of his former colleagues.
- 6.10 I told [REDACTED] that SG had told me that he had told many lies to applicants for planning permission and that he had been told by SHBC 'to go quietly' because they wanted to avoid adverse publicity for the Council's Planning Department. SG had also said that this was not a coincidence because this had happened three times with [REDACTED] 'using the same tactics'.
- 6.11 [REDACTED] response was that he had no idea what SG was talking about; that he had always worked in a professional manner for SHBC, and that there had been no issues about his work. He said that the Council had in fact asked him to go back to work after the issue with the development of his own land and the involvement of the RTPI, as to which see Paragraph 7.13 below for further information on this aspect.
- 6.12 Turning now to [REDACTED] involvement with [REDACTED] confirmed that they had been recommended to him by their solicitor, [REDACTED] of [REDACTED]. During the week beginning 16th April 2018, [REDACTED] phoned him and they arranged to meet.
- 6.13 [REDACTED] explained the planning situation to [REDACTED] and told him that they had been trying to sell the land but were having trouble doing so because of the agricultural tie and the S.52 Agreement.
- 6.14 [REDACTED] visited the site on 24 April when [REDACTED] showed him round and mentioned that she had spoken to SG in the Post Office. [REDACTED] said that he was 'disheartened' to learn that SG had said that if [REDACTED] had approached him six months earlier, he would have bought the land from her. [REDACTED] said to me that he had a feeling of 'déjà vu'. He told [REDACTED] that he knew SG and that he had worked for SHBC in the past and also emphasised that whatever SG may have told her, he [REDACTED] had done nothing wrong.
- 6.15 I told [REDACTED] that [REDACTED] had told me that SG had in turn told her that he had had [REDACTED] sacked. [REDACTED] said that this was a complete lie, as the staff at SHBC would confirm. He said that he had employed a solicitor to assist in demonstrating that he had done nothing wrong in submitting the planning application in respect of his own property.
- 6.16 [REDACTED] said to me that [REDACTED] had told him that SG had spoken about him in derogatory terms but that she had not gone into detail because she felt that whatever had happened between them in the past had nothing to do with their planning application.

- 6.17 [REDACTED] was aware from his time at SHBC of the 'unsavoury characters' that [REDACTED] had mentioned to me and he advised her very strongly to have nothing to do with them. He suggested that the solution was to submit an application for the discharge of the agricultural tie and the S.52 Agreement and this is what happened. [REDACTED] involved [REDACTED] to assist.
- 6.18 [REDACTED] confirmed that S.336 is a definition of agriculture and not a vehicle for making any kind of application. He was mystified by SG's mention of S.336 to [REDACTED] and believes that he was getting confused with other legislation - possibly securing immunity from enforcement action through an application for a Certificate of Lawfulness of Established Use or Development (CLEUD). [REDACTED] told [REDACTED] that whilst SG was a member of the Planning Committee, he was not a planning expert.
- 6.19 [REDACTED] case (supported by evidence that he submitted) is that the [REDACTED] premises were in a mixed-use *ab initio* and never solely agricultural, as witnessed in particular by the 17 years when the premises were being used for the [REDACTED] business. It would therefore follow, he contends, that a CLEUD application was likely to be granted. [REDACTED] view is that his clients had been in breach of the S.52 Agreement for some 17 years and that it therefore now serves no purpose.
- 6.20 It was during the one month or so gap between [REDACTED] initial advice and his receipt of formal instructions that SG went to see [REDACTED] (twice).
- 6.21 [REDACTED] does not consider that SG had done anything wrong until the point when he failed to declare an interest at the Windlesham Parish Council meeting on [REDACTED]. The minutes of that meeting are reproduced below.

[REDACTED]

[REDACTED]

Removal of condition 7 of [REDACTED] requiring agricultural occupancy of bungalow at [REDACTED] and discharge of section 52 agreement under [REDACTED] restricting use of the site to agriculture and the parking of two HGV vehicles.

Relaxation/Modification.

No objection be made subject to the following:
Assuming that the application meets the relevant required timescale criteria to consider removal of the condition. The Committee took a vote, with 3 voting for the removal of the condition and 3 abstentions.

- 6.22 The minutes do not record a declaration of interest by Cllr Gandhum, who was present at the meeting and spoke to [REDACTED] although they do not record what he said in relation to it.
- 6.23 [REDACTED] said that he, [REDACTED] all went to the meeting and were in fact the only members of the public in attendance. [REDACTED] said that he had attended the meeting specifically because he knew that SG had discussed the planning position with [REDACTED] and he wanted to hear what he had to say at the meeting.

- 6.24 He was also anxious to see whether SG declared an interest. He did not do so, but [REDACTED] does recall that he did say at the meeting that [REDACTED] had come to see him in the Post Office and that he had given her some advice. However, SG had in fact been to see [REDACTED] twice after the initial meeting in the Post Office and some time prior to the Parish Council meeting. According to [REDACTED] SG made no mention at the Parish Council meeting of these subsequent meetings with [REDACTED]
- 6.25 SG referred during his address to the Parish Council meeting to S.336 and a ten-year period but [REDACTED] described his speech as 'unstructured' and felt that SG had 'lost' the other members as he was raising technical issues that were outside their areas of expertise.
- 6.26 [REDACTED] was at pains to point out that he was not trying to catch SG out, but merely to achieve a planning permission for his clients. He contacted [REDACTED] the case officer, by email on 7 September with a view to arranging a joint site visit with Reading Agricultural, the preferred consultants retained by SHBC to advise on agricultural-related applications. He followed this up with a reminder on 12 September. [REDACTED] then sent the email that [REDACTED] had shown me when we met and he explained that the application had been called in. [REDACTED] asked who had called it in and [REDACTED] told him by email of 24 September that it was SG.
- 6.27 [REDACTED] advised [REDACTED] of the call-in. He had not seen the email by which SG called in the application so I showed it to him. Like me, [REDACTED] did not fully understand the last sentence of that email which sought to explain the reason for the call-in but he believes that it may be a reference to a CLEUD application. This would not be a course that [REDACTED] would follow, bearing in mind that his remit was to secure removal of the agricultural occupancy condition. He added that SHBC had never sought to take enforcement action in respect of any alleged breach of planning conditions relating to the property. As noted above, the email exchange is reproduced as part of **Appendix 6**.
- 6.28 [REDACTED] does not understand why, given that there had been no complaints of 'harm', SG should have been involving himself in the detail of the planning issues in relation to [REDACTED] site and he wondered whether, if SG had not made an offer to buy the land, he would be bothered about these finer points. [REDACTED] said that SG appeared to be looking to find fault with the application in order to delay or scupper it.
- 6.29 [REDACTED] did not advise [REDACTED] to ask SG why he had called in the application – she did so of her own volition.
- 6.30 Following [REDACTED] approach to Cllrs Winterton and Hawkins, [REDACTED] felt that their concerns should be formalised and that is why he submitted his letter of 28 September to the Monitoring Officer Mrs. Limmer. He emphasised that [REDACTED] are the complainants in this matter and that he is not.
- 6.31 Although [REDACTED] did not in his letter of 28 September cite any paragraphs of the Code of Conduct that he considered SG might have breached, he summarised his concerns as follows:
- Failure to declare an interest at the Parish Council meeting on [REDACTED]

- Failure to declare an interest when he called in the application which action he should not have taken, bearing in mind that he had made two offers to buy the land;
 - Delaying the planning process (█████ believes for his own benefit) by asking unnecessary questions. Apparently, ██████████ had originally been minded to deal with the application under delegated powers;
 - Engineering the situation to his own advantage by putting pressure on ██████████ to sell the land to him as he was in a position of some influence. ██████ did however, as noted above, subsequently write to me setting out his assessment of the breaches of the Code of Conduct that he considered Cllr Gandhum to have committed. [See Paragraph 3.1 above and **Appendix 3**].
- 6.32 I asked ██████ what relevance (if any) he felt that his previous dealings with Cllr Gandhum had to the submission and processing of ██████████ planning application. He replied that they should have no relevance because he was acting purely as a professional practitioner although he considers that SG clearly feels aggrieved that ██████ had previously complained about him.
- 6.33 He also believes that SG is 'taking this out' on ██████ possibly because he feels that ██████ has 'rumbled' him in some way and that everything was not going according to plan - that plan being to buy the site and develop it himself.
- 6.34 ██████ believes that SG took issue with ██████ involvement which was taking the matter in a different direction (but in a direction appropriate for his client) and was trying to discredit him in the eyes of ██████████
- 6.35 ██████ could not understand why SG would think that ██████ wanted to get him removed from a committee. ██████ said that he had no reason to fear the application going to committee because of the careful and comprehensive work that had gone into its preparation and submission and he was confident that it would be approved.
- 6.36 His only concern was that SG was '*meddling inappropriately*' in the application and should therefore not take part, not because he thought that SG would 'turn' the committee, but because proper procedures should be followed.
- 6.37 He thinks that SG's continued involvement in the matter was completely inappropriate given that he had made an offer to buy ██████████ and then worked against them apparently because they had declined his offer.
- 6.38 When I told ██████ that SG had maintained that his interest in buying the land was on behalf of his accountant, he commented that SG should have declared that in any event. This was not, he said, appropriate conduct by a councillor who had been approached for help and advice. He considered that SG should have referred ██████████ to a Planning Officer and not turned up at their house and started talking about money and offers to buy, whether on his own behalf or otherwise. '*The character in the background is, from a professional point of view, all wrong*'.

7. COUNCILLOR SURINDER GANDHUM

- 7.1 I met Cllr Surinder Singh Gandhum (SG) at his home in Lightwater on 9 November. He was accompanied at our meeting by [REDACTED]. He has been a member of Windlesham Parish Council since 2003 and he joined Surrey Heath Borough Council (SHBC) as a Conservative in 2007. He is one of three members who represent the Lightwater ward. He has served on various Committees but since 2011 has been on just two – Planning and Licensing. He has been the Sub-Postmaster at Lightwater Post Office for 22 years although he was due to relinquish the business at the end of November.
- 7.2 SG told me that he has known [REDACTED] along with 90% of the village, for many years. On 4 May 2018, [REDACTED] came into the Post Office and asked if she could have a private word with him. She explained that [REDACTED] were having a lot of problems trying to sell their property. Amongst the problems was that Chancellors (one of the estate agents [REDACTED] [REDACTED] had engaged) were sending travellers / gypsies to see the property and they were harassing [REDACTED] and her mother, sometimes as late as 9 or 10pm. SG said that [REDACTED] was very upset and was crying. She was with him for some ten to fifteen minutes.
- 7.3 SG asked her to give him details about the property and the restrictions on it and offered to get some advice from a senior Planning Officer at SHBC. He said that, as noted above, [REDACTED] returned shortly afterwards and gave him details of the property, the restrictions and the estate agents' particulars.
- 7.4 [SG emphasised to me at this point in our meeting that he had no interest at all in buying the property.]
- 7.5 SG told [REDACTED] that he would try to see the Planning Officer he had in mind at a forthcoming Planning Committee meeting which was due to be held on [REDACTED]
- 7.6 At this point in our meeting, SG made a number of allegations against [REDACTED] in respect of previous planning applications. which may be best characterised as allegations of unprofessional conduct. I deal with this issue in Paragraphs 7.7 to 7.24 below.

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A SHORT DIGRESSION

- 7.7 I digress from recounting the details of my meeting with SG at this point. Whilst he went into considerable detail about his allegations against and previous 'dealings' with [REDACTED] both at our meeting and in subsequent email correspondence with me, I do not consider it appropriate to rehearse them in this report because they are irrelevant to the issue under investigation which is whether I consider there has been a breach of the Code(s) of Conduct on the part of SG.
- 7.8 It is however appropriate to make further reference here to one such matter, namely that, as previously mentioned, [REDACTED] had submitted to SHBC, by whom he was at that time employed, a planning application in respect of land that he owned. It is public knowledge that the application raised a number of objections, and that some of those objections arose out of a perceived conflict of interest on the part of [REDACTED]

- 7.9 SG's version of events was that he 'had had the matter investigated and it was proved that [REDACTED] had told lies.'
- 7.10 He further said that [REDACTED] had been told by SHBC 'to go quietly', and that they wanted to avoid adverse publicity for the Council's Planning Department.
- 7.11 SG and his wife were sceptical that [REDACTED] had left SHBC without a blemish on his record and [REDACTED] told me that [REDACTED] had been suspended for over a year.
- 7.12 In view of the serious nature of these allegations, I checked the position with SHBC's Head of HR, [REDACTED] who confirmed that whilst [REDACTED] application to develop his own land had attracted objections, some adverse publicity and accusations of impropriety, it was established that he had acted entirely above board in relation to his application.
- 7.13 His application had been approved, and a subsequent investigation in which the Council (unadvisedly as it later conceded) involved the Royal Town Planning Institute) into the possible conflict of interest was conducted and [REDACTED] was exonerated from all allegations of wrongdoing.
- 7.14 [REDACTED] confirmed that whilst [REDACTED] had taken some sick leave at the time of this 'episode' he had not been dismissed, had left SHBC without a blemish on his record and had been provided with a reference.
- 7.15 [REDACTED] also told me that [REDACTED] had not, as alleged by [REDACTED] been suspended from his job.
- 7.16 As noted above, [REDACTED] had told me that while his application was being processed SG had asked him whether he would be willing to sell the land to him and told [REDACTED] that he knew people who would be interested in buying it.
- 7.17 SG's version of events was that whilst he had met [REDACTED] in the Council car park, they had done no more than exchange pleasantries about the recent election results, which had seen SG garner considerable support amongst the electorate and that 'This 20 second conversation was twisted to make it look like (SG) was buying [REDACTED] plot'.
- 7.18 [REDACTED] told SHBC's legal adviser that SG had expressed an interest in buying his land and as a result, SG was advised 'at the last minute' to leave the chamber before [REDACTED] application was considered.
- 7.19 At our second meeting, [REDACTED] agreed that he had met SG in the car park shortly after the [REDACTED] elections, but it was 'way before that' that SG had approached him about his land and asked him about buying it. [REDACTED] reported this conversation to his line manager at the time but took no further steps.
- 7.20 This was however a separate occasion and the meeting in the car park was nothing more than an exchange of small talk after the election. [REDACTED] said that at no point was there any reference to his land.
- 7.21 I asked SG why [REDACTED] would have said (whenever he had said it) that he was interested in buying his land and what reason he might have for getting SG excluded from a meeting. SG initially told me that he did not know but

subsequently said that it was so as to ensure that his [redacted] application would be approved.

7.22 I asked SG why [redacted] had apparently taken against him. He said he did not know.

7.23 [redacted] confirmed that he had reported SG's interest in buying his land and that SG did not deny it at that time but told the Council that he knew someone who would be interested in buying the site.

7.24 In the light of SG's denial that he had expressed an interest in buying [redacted] land, I asked for the Council's email records to be checked and the result was the email reproduced as **Appendix 7**, which shows that [redacted] (then Head of Legal Services) advised the then Monitoring Officer, Richard Payne, that SG had admitted approaching [redacted] with an offer to buy his land, although he had said he was acting on behalf of a third party.

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7.25 Returning now to the narrative of my meeting with SG and [redacted] on 9 November, SG told me that he and [redacted] went to see [redacted] in the evening of 11 May 2018.

7.26 He told them what the Planning Officer [redacted] had advised. He said that after about an hour, [redacted] said: 'Surinder – why don't you buy it?'

7.27 SG said that he had replied that if they had asked him six months previously, he might have been interested but he had recently invested locally elsewhere and no longer had the funds to do so. He commented that neither [redacted] had mentioned this to me when I met them. He also told them that if he came across anyone who might be interested in buying their property, he would let them know.

Note: In response to the draft report, [redacted] said this:

'At no time did SG say to us if he came across anyone who might be interested in buying our property, he would let us know.'

7.28 I asked SG why, given that he had told me that if he had been interested in buying the property, he would have expressed an interest via the [redacted] agents in response to the 'For Sale' boards that he had seen on numerous occasions but did not do so, he said to them that he would (or might) have been interested in buying it. His response was that this interest was on behalf of his accountant, [redacted] and that they [redacted] did not have 'that kind of funds'.

7.29 SG then showed me details of the local property in which he had recently invested.

7.30 SG spoke to his accountant, [redacted] of [redacted] who had recently retired and was looking for an investment opportunity. [redacted] was interested and SG told [redacted] that he had a genuine potential purchaser and all that they needed to do was to agree a price with him. They said they would think about it and after a few weeks, SG phoned [redacted] to ask whether they had made a decision. They had not.

Note: In response to the draft report [redacted] said this:

'Paragraph 7.30 is all untrue'

- 7.31 SG told me later that whilst he did phone [redacted] he did so only on behalf of [redacted] who was enquiring via SG.
- 7.32 When SG phoned them again a short time later, [redacted] told him that they had decided to try and get the agricultural tie and S.52 lifted themselves and would then decide what to do about selling the property. SG said that he passed this information on to [redacted] who in turn said he would wait until October to see what happened and that if nothing happened, he was going to invest in Spain.
- 7.33 The next development as far as SG was concerned was when [redacted] application appeared on the agenda for the Windlesham Parish Council meeting held on [redacted] [redacted] SG said that advice had come from another councillor (Cllr Valerie White) that the application had to be called in.
- 7.34 I asked SG why Cllr White and / or he considered that the application had to be called in – he told me that all Green Belt applications are called in as a matter of course. He replied as follows:

'Yes – and also section 336. A property next door [redacted] and [redacted] [redacted] was originally all one property – owned by [redacted] and [redacted] dates back to Jan 1966. We can provide the title for the land registry. [redacted] [redacted] was bought by [redacted] when [redacted] was sold [redacted] [redacted] at present lies in 20 acres (80%) of green belt. [redacted] in partly in green belt.'

Note: In response to the draft report, [redacted] said this:

'This is incorrect. [redacted] bought [redacted] in about 1977. I telephoned HM Land registry (today) to verify these dates to me. [redacted] [redacted] was sold to a [redacted] in 1985. It is also registered on the Land Registry that [redacted] owned [redacted] in 1980, five years before [redacted] [redacted] was sold in 1985, HM Land registry do not have digital records from the seventies.'

- 7.35 When I subsequently mentioned this to [redacted] he confirmed that contrary to SG's contention, Green Belt applications are not all called in as a matter of course. He considered that in the circumstances, SG should have stepped away from the matter and that if Cllr White had felt it appropriate to do so, she could have called in the application. It is understood that the case officer had been minded to approve the application under delegated powers, and this may have been the reason behind the call-in.
- 7.36 SG said that because he was the only Lightwater ward Councillor at the Parish Council meeting, he had to call it in. He told the chairman of the Parish Council that [redacted] had been to see him about the application, and that he therefore had to declare an interest because [redacted] had asked him to go and see them.
- 7.37 I told SG that his declaration of interest was not recorded in the minutes of the Parish Council meeting, but he was adamant that he did make a declaration.

7.38 He subsequently told me that 'The Parish clerk considered it was not relevant to record these minutes' and that he had sent an email to all the members that were present at the meeting, but none of them replied. 'Even the Chairman has not had a reply from the committee members. You can check this with the parish Chairman, only the 10-year time scale was noted. We have information that cows were still grazing on this land in 2012 and 2013. Therefore, the 10-year time notice has not applied.'

Note: In response to the draft report, [REDACTED] said this:

'SG's comment that information was given that cows were grazing on our land in 2012 and 2013 is an outrageous lie. No cattle were grazing on our land at this time'

7.39 NB: [REDACTED] all of whom were at the meeting, are equally adamant that SG did not declare an interest and none is recorded in the minutes.

7.40 In the light of SG's mention of Cllr Valerie White, I took the precaution of contacting her by email to ask for her recollection of what transpired at the WPC meeting. She confirmed that SG did not speak at great length on the application. Her recollection was that it was suggested that the application be called in and that SG should do this in his capacity as Ward member. Cllr White advised SG that neither of them should vote on the matter because they were both members of the SHBC Planning Committee. She believed that SG would have voted had she not intervened and she said that he tried to make further comments regarding the application after the vote had been taken and after the applicants had left the building. She advised him that it was too late to do so and once again advised him to call it in so that he could comment further when the application came before the SHBC Planning Committee.

7.41 The next that SG heard about this matter was when Mrs. Limmer emailed him to say that a complaint had been received about him.

7.42 I put it to SG that when [REDACTED] went to the Post Office to ask who had called in the application, he had told her that he did not know but said that he would find out. SG said that this was not true.

7.43 He denied saying this and was adamant that he had told [REDACTED] that because he was a member of the Planning Committee, he could not discuss the matter any further with her. He also said to me that he could not tell [REDACTED] that he had called it in.

Note: In response to the draft report [REDACTED] said this:

'I can confirm that SG did not at any time say to me on the 19th September that because he was a member of the planning committee he could not discuss the matter any further'.

7.44 SG was again adamant that he had never expressed an interest in buying [REDACTED] property, not least because of the complex and difficult history of the site and the adjoining land.

7.45 I pressed SG as to why, if he was not interested, he had said to [REDACTED] that he wished they had come to see him six months earlier. He said that this

was 'for advice to remove the section 336, as this would have been sorted sooner.'

Note: In response to the draft report, [REDACTED] said this:

'I can confirm that when SG said he wished we had come to see him 6 months earlier this was followed by "I would have bought the place from you" and not as he suggested for advice to remove the section 336 as this would have been sorted sooner.'

- 7.46 We then looked at the note reproduced at **Appendix 5** purporting to record possible terms of a transaction which [REDACTED] had given me to understand envisaged SG buying the property. SG said that the note, which he agreed was in his handwriting, recorded terms suggested by [REDACTED] and possible terms for purchase of the property by [REDACTED] and not by SG.
- 7.47 He subsequently told me that if this had been a proposed transaction involving him, he would have provided his solicitors' details. He said that the only reason that 'Surinder [REDACTED] Gandhum' was written at the bottom of the note was that [REDACTED] kept called [REDACTED] 'Fatima', to which [REDACTED] replied 'My name's not Fatima, where did you get that from?'. The reader is reminded of [REDACTED] explanation on this point – see Paragraph 5.26 et seq.
- 7.48 SG said that he wrote their first names on the note, together with the sum that [REDACTED] was willing to offer plus their legal fees, because [REDACTED] had mentioned that they had spent a lot on legal fees and not got anywhere. He also wrote '£20K' beside their names but when I subsequently asked him what this indicated, he initially said that he could not remember but he rejected [REDACTED] explanation (see Paragraph 5.28)
- 7.49 I subsequently asked Cllr Gandhum about the references in the note to 'we' and 'genuine buyers' (plural). He said that this was a reference to his accountant. He added 'I don't know whether he was buying it with someone else or on his own. There are two or three partners in that company.'
- 7.50 SG denied calling [REDACTED] a 'cowboy' or 'conman' but he did admit telling [REDACTED] that [REDACTED] had a bad record at the Borough. However, he denied saying that he had got [REDACTED] sacked from SHBC, that he had told them not to have anything to do with him or suggesting that they had done a deal with him.
- 7.51 I asked SG why he thought that [REDACTED] would apparently fabricate a lot of the conversation she had related to me. He said the only reason he could think of was that [REDACTED] had told her what to do and what to say. He also repeated some of his earlier allegations against [REDACTED] which, for the reasons explained above, I have not included here.
- 7.52 SG denied that he had ever said anything to [REDACTED] along the lines of: 'I'll buy the land and sit on it' at his first visit to them.
- 7.53 He said that he had told [REDACTED] straightaway that the potential purchaser was his accountant and that he had said that if [REDACTED] started the process of getting the agricultural tie and S.52 lifted [REDACTED] (and not he) would take over.

- 7.54 SG denied making more than two phone calls to █████ asking if she and █████ had made a decision about selling and emphasised that his phone calls made were on behalf of █████
- 7.55 SG also denied saying 'Oh but it will, it will', when █████ told him that she did not want whatever had happened between him and █████ to affect their planning application. He said that he told her that he sits on the Planning Committee and could not discuss the matter further with her. He added: 'Maybe she was wrongly advised by █████
- 7.56 I commented that I did not understand why his 'history' with █████ had got dragged into this matter and asked SG why he thought █████ would drag him into the matter, given that 'bad-mouthing' him was unlikely to advance his clients' planning application. His response was to say that it was hardly a coincidence that █████ had been involved in the same tactics as previously—alleging that SG wanted to buy whatever land █████ was involved with.
- 7.57 █████ suggested that █████ motivation was to get a councillor out of the way so that there was no one at the meeting left to object when the application got to Committee. SG said that given that █████ 'had already done the same thing twice', he was sure that he was trying to do the same thing again here.
- 7.58 I put it to SG that even if he were conflicted out by virtue of having an interest, a substitute member would be able to advance any concerns expressed by local residents. He said he did not think this was possible under the council's constitution and believes that what he regarded as his unjustified removal from the Committee in previously cited instances meant that no objections were heard and that the applications concerned were accordingly approved, one of them by a majority of only one vote.
- 7.59 SG subsequently said that he was the only ward councillor representing Lightwater on the planning committee, and that because he knew the history of both properties of █████ he could present the case in a proper manner to the committee.
- 7.60 SG considers that in telling me about the conversations they were alleged to have had with SG, █████ were working to a script written by █████
- 7.61 To summarise, SG's case is that his interest in █████ land was confined to telling them that he knew someone █████ who might be interested in buying it. He did not introduce him to █████ █████ was given all the details about the property so that he could decide for himself whether he wanted to pursue the matter. Therefore, SG did not think that he needed to introduce him because a price had not yet been agreed. SG said that █████ viewed the property on Google Earth, as he was given the address.
- 7.62 █████ agreed that she did ask to look round the property but SG said that █████ suggestion that his eyes were 'out on stalks' is rubbish.
- 7.63 SG is convinced that █████ has sought to get him out of the picture in relation to planning applications in which he saw that SG might be involved and that he has done so by giving wrong advice and telling lies. He believes that █████ and her mother had been feeding me lines scripted for them by █████

Note: In response to the draft report, [REDACTED] said this:

'SG's suggestion that [REDACTED] were being told what to do and what to say and working from a script written out by [REDACTED] - I have never heard anything so foolish in my life; It's an insult to our intelligence; He should apologise to [REDACTED] for that disrespectful comment'.

8. CONSIDERATIONS & FINDINGS

8.1 In my view this case and its determination revolve around the credibility of the various people involved and the plausibility of their respective explanations as to what happened between 4 May, when [REDACTED] first went into Lightwater Post Office to seek advice from her local councillor and [REDACTED] when [REDACTED] planning application was approved by SHBC.

8.2 I have given very careful consideration to all that I have been told in person, in writing and on the telephone by [REDACTED] by [REDACTED] and by Cllr and [REDACTED] and have looked in detail at the matters set out below. My views on each are as follows:

(1) The Conversations in the Post Office on 4 May 2018

[REDACTED] account and that of SG coincide as to the essentials of these conversations in that they both told me that [REDACTED] went to seek his advice in his capacity as a member of SHBC's Planning Committee and that having heard what [REDACTED] had to say, SG asked her to call back later with some details about the property, which she duly did.

I am not entirely clear whether it was on the occasion of her first or second visit to the Post Office or perhaps at a slightly later stage (not that anything turns on it) that according to [REDACTED] SG said the following to her:

- (i) That [REDACTED] should seek to get the tie lifted;
- (ii) That they were sitting on a goldmine;
- (iii) That he wished they had approached him sooner;
- (iv) That he would have bought their property;
- (v) That they should have nothing to do with [REDACTED]

Comment:

I find it highly improbable that [REDACTED] would have fabricated any element of this conversation / these conversations (part of which she wrote down) or that she would have had any reason to do so.

Point (i) is a perfectly legitimate one for SG to have made and indeed was sound advice, duly followed in the event.

Points (ii), (iii) & (iv) were in themselves not out of order, as there is nothing on the face of it improper in a councillor offering to buy property from one of his constituents, subject of course to compliance with the various safeguards set out in the Code(s) of Conduct.

Point (v) is however an entirely improper thing to say, particularly given the derogatory things that SG is alleged to have said about [REDACTED]

(2) SG's meetings with [REDACTED] at their house

SG met [REDACTED] at their home on two occasions. He went on his own to the first meeting and was accompanied by [REDACTED] at the second.

According to [REDACTED] at the first of these two meetings, SG looked round the property, alleged that he had had [REDACTED] sacked from SHBC and said *'I'll buy this from you and sit on it'*.

At the second meeting he told [REDACTED] that he had secured some advice from a senior Planning Officer [REDACTED] which, whilst not correctly expressed in technical terms, was nevertheless both broadly in accordance with his first advice and in due course followed by virtue of the submission of the planning application.

It was at this second meeting that Cllr Gandhum wrote out the note shown at **Appendix 5** and it is at this stage that matters begin to go seriously awry in terms of conflicting accounts of what was said and what was meant by what was said.

[REDACTED] were absolutely clear in their discussions with me that from the outset it was SG himself who was offering to buy their property, albeit he made what they described to me as veiled references to a partner or associate whom he initially declined to identify or name.

At no time, they said, did he say that he was acting as agent or solely on behalf of some other person or persons. They also told me that although SG did eventually tell them that this other person was his accountant, they had not heard the name [REDACTED] until I mentioned it to them.

They were equally clear about SG's proposal that they should initiate the planning process with a view to him and A N Other (my nomenclature again) taking over at a later stage.

Comment:

Whilst it is possible that that [REDACTED] might have missed one or two points of detail in what SG said during this meeting, I find it find it inconceivable that they would have so misinterpreted what he was saying that they thought he was acting on behalf of another person entirely.

(3) The Written Note

The contents and layout of the note are largely self-evident but elements of it bear analysis and comment.

Firstly, there is the reference to Section 336. As previously noted, this is, whilst technically incorrect, not controversial. The word 'Option' has not been explained to me but I take it as meaning that making the application referred to in the line above would be one way forward for [REDACTED]

There may be another explanation but I have not been made aware of it.

Secondly, there is the phrase 'We' will (in respect of) Solicitor Fee (pay a contribution of) £1000.' In my view, this is a clear indication that SG who, it will be remembered, was the person writing the note, was indicating that he and someone else and not he alone or someone else entirely would be making that payment.

Given her presence at that meeting and the inclusion of her name on the note, it is in my view arguable that 'We' was a reference to Cllr Gandhum and [REDACTED]

Thirdly, beneath that there is the reference to 'Genuine buyers', the saving of agents' fees and the proposed purchase price of £1m. 'Buyers' is plural – again an indication to my mind that SG was acting on his own behalf and possibly that of his accountant [REDACTED] just two people.

It was not until some time later, when I asked him about this that he suggested that [REDACTED] might be involving two or more of his partners in his firm.

Fourthly, beneath that again are the first names of SG and [REDACTED] I find SG's explanation of why he wrote those two names down as set out in paragraph 7.47 far-fetched and completely implausible. I simply do not believe it.

Lastly, there is the reference to '£20k'. When I first asked SG about this, he told me that he could not remember why he had written it but [REDACTED] was clear that this was a figure that SG had told them reflected a form of insurance or performance bond between him and his fellow purchaser. When I relayed this explanation to SG, he denied that he or [REDACTED] had said anything of the sort.

It is inconceivable to my mind that [REDACTED] would have fabricated this explanation and I also find it very hard to believe that SG could not remember why he had written it down.

Comment:

I am satisfied that the note was written by Cllr Gandhum as a record of the terms of an offer that he, either entirely on his own account or in conjunction with another person, was making to [REDACTED] do not accept that he was acting solely as an agent on behalf of one or more other people.

(4) Cllr Gandhum's remarks about [REDACTED]

It will be recollected that aside from his use of [REDACTED] removals firm some years previously, which neither [REDACTED] nor [REDACTED] had registered, [REDACTED] was completely unknown to them and was engaged by them following a recommendation from their family solicitor.

They had no reason to doubt [REDACTED] professional competence or integrity until, by his own admission, SG told [REDACTED] that [REDACTED] had a bad record at the Borough'. To her credit, [REDACTED] did not enquire further or ask SG for any further information on this point because, as she was at pains to point out, she did not want what may have gone before to hinder the work that she had engaged [REDACTED] to carry out on the planning application. According to [REDACTED] SG also made the following remarks about [REDACTED] at various times. Save where indicated, these are not proffered as verbatim.

- 'Don't go anywhere near him; He's a cowboy and the biggest con-man going'.

- 'I told you not to have anything to do with him.'
- 'I suppose he's done a deal with you'.
- 'It will, it will' (allegedly exactly what he said to [REDACTED] when she expressed the hope that the history between SG and [REDACTED] would not affect their application)
- 'I had him sacked from the Council'.

Comment:

Again, I find it impossible to believe that [REDACTED] fabricated any of these remarks, albeit the exact wording may, save in the one instance where [REDACTED] was quite adamant about what SG had said (fourth bullet point above), have differed slightly from what I have recorded.

In view of the fact that SHBC confirmed to me that [REDACTED] was entirely exonerated from the allegations of wrongdoing, the disparaging remarks that SG made about him to [REDACTED] were entirely unjustified. Even if, as I consider unlikely, the only such remark he made was that to which he admitted ('He had a bad record at the Borough'), this was totally unacceptable behaviour and was inappropriate in any event, not least because it was untrue.

(5) Cllr Gandhum's 'History' with [REDACTED]

As recorded above, during the course of my meeting with SG he made a number of allegations of historical unprofessional conduct by [REDACTED] and because I was unsure at that stage what relevance, if any, these might have to my investigation, I invited him to provide me with further details. In due course he sent me an email with an account of previous 'encounters' with [REDACTED] in relation to two earlier planning applications, one of which was that relating to [REDACTED] own property.

Comment:

I am satisfied that neither of these earlier matters have any relevance to the allegations under investigation and I have therefore not included any of that material here.

(6) Windlesham Parish Council Meeting on 4 September 2018

It is a matter of record that SG attended the WPC meeting on [REDACTED] at which in their capacity as statutory consultees, the Council considered [REDACTED] planning application. The minutes record the decision (3 in favour and 3 abstentions) that subject to certain conditions, no objection be raised.

It is common ground that SG spoke to the application but there is no record that he declared an interest in it. He contends that he did do so but the recollections of [REDACTED] all of whom attended the meeting, accord with the approved minutes of the meeting.

Cllr Valerie White's recollection was also that SG said little at the meeting, at least prior to the vote, from which he abstained on her advice, and whilst it appears that

the suggestion that the application be called in may not have come from SG himself, it is documented that it was in fact, he who did so.

Comment:

There must be sustainable and justified reasons for calling in a planning application and SG must take responsibility for his action. His email to [REDACTED] is, at best ambiguous and less than clear.

9. WAS CLLR GANDHUM BOUND BY THE CODES OF CONDUCT?

- 9.1 Prior to the occurrence of the matters alleged, both SHBC and WPC had adopted their respective Codes of Conduct and at the material times, both were in force and binding upon their respective members.
- 9.2 At all material times, Cllr Gandhum was a member of both authorities and was therefore bound by both Codes when acting as a councillor.
- 9.3 I am satisfied that at all material times, Cllr Gandhum was acting as a councillor and that he was therefore bound by both Codes of Conduct.

10. SUMMARY AND DRAFT FINDINGS

- 10.1 My views on the allegations levelled against Cllr Gandhum have been formulated (over a lengthy investigation it has to be said) on the basis of the plausibility of the people involved and the likelihood of the veracity of their respective versions of events.
- 10.2 This is not a criminal investigation, to which the burden of proof of 'beyond all reasonable doubt' applies. Rather must it be determined according to the civil standard of the 'balance of probabilities' and this is the basis on which I have approached it.
- 10.3 My conclusions on the various allegations levelled against Cllr Gandhum enumerated in the letter of complaint and amplified in [REDACTED] further letter of 8 November are as follows:

(1) Selflessness: I consider that Cllr Gandhum did not act solely in terms of the public interest in this matter and that he conducted himself with a view to gaining a financial or material benefit for himself, his family or friend / associate.

(2) Integrity:

(a) I am not persuaded that the planning advice Cllr Gandhum gave [REDACTED] was 'questionable' as averred by [REDACTED] because it was sound in principle, albeit technically wide of the mark, perhaps understandable given that it was conveyed by a lay person. That said, the correct course of action would have been to refer [REDACTED] to a professional Planning Officer at an early stage.

(b) It seems to me that Cllr Gandhum was pressurising [REDACTED] into selling their land to him. As noted earlier, there would in the ordinary course of events be no objection to an elected member entering into a

contract to buy land from one of his constituents but it is essential in such circumstances that that member should remain entirely at arms' length from any 'council involvement' throughout any such transaction. This Cllr Gandhum clearly failed to do.

(3) Accountability:

Despite his protestations to the contrary, it is a matter of record that Cllr Gandhum did not declare an interest in [REDACTED] planning application when it was considered at the Parish Council meeting.

The WPC Code does not in terms require a member to declare an interest in such circumstances, and, unlike [REDACTED] I do not accept that he had a disclosable pecuniary interest because he had (and has) no legal interest in the land in question.

That said, the general obligations in both Codes of Conduct behove Cllr Gandhum to avoid any suggestion of seeking to exert undue influence in relation to the application. This he has, in my view, failed to do.

(4) Openness and Honesty:

Although Cllr Gandhum may not have had a disclosable pecuniary interest for the reasons set out above, it is clear to me that in view of the offer he made to [REDACTED] whether on his own behalf or on behalf of himself and other(s) or others exclusively, he should have declared this fact and distanced himself from all dealings with the site in his capacity as an elected councillor.

His action in calling in [REDACTED] planning application for a specious and totally unfounded reason and then denying to [REDACTED] that he had done so is a clear breach of these obligations.

(5) Leadership:

I consider that Cllr Gandhum's conduct throughout fell far short of leading by example.

(6) Treating Others with Respect

Whilst he was not, as far as I understand it, overtly disrespectful to either [REDACTED] his conduct in denying that he had called in their application came very close.

His completely unjustified and inappropriate 'bad-mouthing' of [REDACTED] in his conversations with [REDACTED] is in my view a clear breach of this obligation.

In addition, his suggestion that [REDACTED] were working to a script prepared by [REDACTED] is, to my mind, not only implausible but both belittling and insulting.

(7) Disrepute

This obligation requires Councillors to promote and maintain high standards of conduct so as to avoid bringing themselves and / or their council into disrepute. I do not consider that Cllr Gandhum has met this obligation.

(8) Improper Use of Position

Paragraph 2.5 of the General Obligations in the SHBC Code refers to improper use of a member's position to confer an advantage or disadvantage.

Cllr Gandhum called in [REDACTED] planning application for, as noted above, what I consider to be a specious reason, and leaving aside his subsequent denial of having done so, which I have already addressed under Point (4) above, I consider that the only logical explanation of his motivation for doing so was to pressurise [REDACTED] into selling their land to him – an advantage to him and a disadvantage to them.

I regard the exercise of his ability to call in the application as a misuse of his position and a breach of this obligation.

(9) Declaration of Interest

Finally, I turn to the matter of whether Cllr Gandhum had an interest in [REDACTED] planning application and if so what form that interest took. As noted under Point (3) above, I do not consider that Cllr Gandhum had a disclosable pecuniary interest in the matter because he had (and has) no legal interest in the land in question.

That said, it is instructive to revisit two extracts from Paragraph 1.1 of the SHBC Code that deals with interests:

Firstly:

'...you must avoid participating in any decision where you could reasonably be seen as having an interest which compromises your honesty or integrity.'

I do not agree with [REDACTED] assertion that Cllr Gandhum participated in any decision-making in relation to [REDACTED] planning application. He absented himself from the meeting on [REDACTED] when it was approved.

Secondly:

'Equally you should avoid any action which might reasonably lead others to conclude that you were not acting selflessly or with integrity...'

I am satisfied that Cllr Gandhum did make an offer to buy [REDACTED] land. I do not consider it matters for this purpose whether he did so on his own behalf or on the basis of a joint approach by him and his accountant or his accountants' partners, mention of whom was made only at a very late stage to me and not at all to [REDACTED]

To my mind, Cllr Gandhum's participation in the discussion about the application at the Parish Council meeting, and his action in calling in the

planning application might reasonably lead others to conclude that he was not acting selflessly or with integrity.

It certainly led me to that conclusion.

11. RESPONSES TO THE DRAFT REPORT

- 11.1 I issued my draft report (which, save for minor editing and the annotations to Paragraphs 5.48, 7.27, 7.30, 7.34, 7.38, 7.43 and 7.45, was in exactly the form set out above) by email to Mrs. Limmer, to Cllr Gandhum, to [REDACTED] and to [REDACTED] on 21 January 2019. The document was password protected and I advised the recipients of the password by a subsequent email.
- 11.2 I invited Cllr Gandhum, [REDACTED] and [REDACTED] to let me have any comments on the draft. I did not specify a date for the submission of comments because I had been made aware that same day that having retired from his position at the Lightwater Post Office, Cllr Gandhum was out of the country from 14 - 26 January and would be abroad again from 4 February until 4 April. In my covering email I therefore asked him to let me have some indication of when he might be able to respond but I heard nothing from him until 5 April – see Paragraph 11.4 below.
- 11.3 [REDACTED] had no comments on the report but [REDACTED] sent me the comments that I have annexed to the paragraphs listed in Paragraph 11.1 above.
- 11.4 As mentioned above, I heard nothing from Cllr Gandhum until 5 April, when he telephoned me to advise that he had returned from India that morning and had no comment to make on the draft.
- 11.5 The conduct of this investigation has been a considerably lengthier task than I had anticipated or hoped and it was particularly disappointing that Cllr Gandhum did not find it possible to submit his 'no comment' response until some eleven weeks after he received the draft report.

12. CONCLUSION

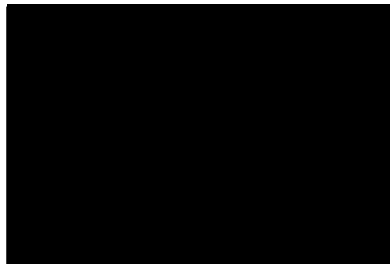
- 12.1 I have given very careful consideration to the versions of events relayed to me by [REDACTED] by [REDACTED] and by Cllr Gandhum. Nothing in the responses to the draft report has caused me to change my draft conclusion, and I am satisfied, on the balance of probabilities, that Cllr Gandhum has breached the SHBC and WPC Codes of conduct in the manner and to the extent particularised in Section 10, paragraphs (1) to (9) above.

Richard Lingard
6 April 2019

APPENDICES

1. Letter of Complaint from [REDACTED] dated 28 September 2018
(Pages 33 to 36)
2. SHBC Code of Conduct (pages 37 to 45)
3. Further Letter from [REDACTED] dated 8 November 2018
(Pages 46 to 50)
4. Windlesham Parish Council Code of Conduct (Pages 51 to 54)
5. Copy of Note written by Cllr Gandhum (Page 55)
6. Email Exchange re Call-in of the Planning Application
(Pages 56 to 57)
7. Email from [REDACTED] to Richard Payne of 14 February 2012
(Page 58)

Letter of Complaint Dated 28 September 2018

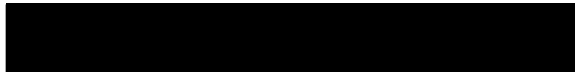


Our Ref: AB/067/18

28th September 2018

Monitoring Officer
Surrey Heath Borough Council
Surrey Heath House
Knoll Road
Camberley
Surrey
GU15 3HD

Dear Sirs

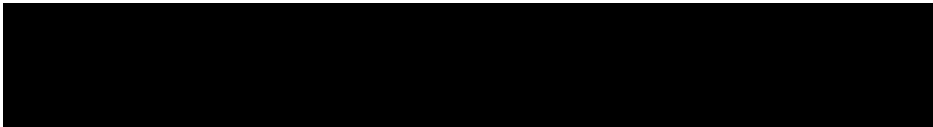


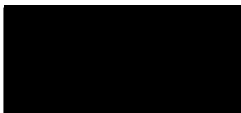
I write on behalf of my client, [REDACTED] to complain about the conduct of the local Councillor for Lightwater, Cllr Surinder Gandum and the way he has behaved to-date with regards to my clients planning application relating to their property, [REDACTED]

My clients planning application (application reference No. [REDACTED] is being dealt with by the planning case officer [REDACTED]. The application is for the removal of an agricultural workers tie on the bungalow, which was attached to the original planning application [REDACTED]

My client has been trying to sell the property and downsize for in excess of two years. However, all the offers she has received fell through due to the agricultural workers condition associated with the bungalow and the historic s.52 agreement attached to the land, which restricts the sites use to agriculture and the parking of two HGV lorries.

Unaware of how to resolve the matter, (and prior to appointing my company to act on her behalf), [REDACTED] whilst visiting the local Lightwater post office in April of this





year, mentioned to Cllr Gandum, who was working in the post office, that she was struggling to find a solution to what essentially was a planning issue restricting the use of her property and land.

Cllr Gandum said he would try and help [REDACTED] with her planning issue and said he would look into the matter and would respond to her. [REDACTED] left her contact details with Cllr Gandum and duly Cllr Gandum contacted [REDACTED] and came around to see her at her property on two occasions. The first occasion was around the 2nd May 2018 (she cannot recall the exact date) and the second was around the 18th May 2018. It was a difficult time for [REDACTED] and hence she recalls that one visit took place before the 10th and the subsequent visit took place after the 10th.

Cllr Gandum arrived by himself for the first visit and stated that he had discussed this matter with someone in the planning department and the advice was that she needed to apply for a s.336 application to remove the planning restrictions on the site. I have to say that the advice was not correct as s.366 of the Planning Act 1990 refers to the definition of an agricultural use and not how to remove an agricultural occupancy restriction. Cllr Gandum spent over an hour on site and looked over the house and yard at the rear.

Cllr Gandum then returned on a second occasions around the 18th May, this time with [REDACTED]. In giving further advice on removing the agricultural occupancy condition, Cllr Gandum made an offer to [REDACTED] to purchase the dwelling. The offer being that [REDACTED] sells the bungalow for £1m to Cllr Gandum on the removal of the agricultural occupancy condition. Cllr Gandum was also offering to pay £1,000 towards [REDACTED] legal costs associated with the sale agreement.

[REDACTED] declined Cllr Gandum's offer and Cllr Gandum left with [REDACTED]. Unfortunately, Cllr Gandum then telephoned [REDACTED] on a number of occasions reiterating his offer to purchase the site for £1m. [REDACTED] declined his offer each time.

Following advice from her solicitor [REDACTED] employed [REDACTED] to act on her behalf in making a planning application to remove the agricultural occupancy condition and also the s.52 agreement.

The application was registered with the reference [REDACTED] on the [REDACTED]. The proposal was reported to the Parish Council meeting on the [REDACTED]. Cllr Gandum attended the meeting and spoke. Although declaring an interest that he had been approached by [REDACTED] to give planning advice Cllr Gandum did not state that he had a pecuniary and prejudicial interest in the case, as he had made a financial offer to the applicant to buy her land.



I contacted, by email, the case officer on the 7th September and again on the 12th September to obtain a progress report on the application and find out when a likely site visit may take place.

██████████ responded on the 17th September to state that the application will be delayed as it has been called in to committee by a Ward Councillor. I sought clarification as to which Councillor has requested the application to be reported to the Planning Committee. ██████████ responded to confirm that it was Cllr Gandum.

I notified my client that Cllr Gandum had called the application into committee, which I believe to be highly irregular in the light of his offer to purchase the site from my client. In my view Cllr Gandum should declare an interest and take no part in the planning process of this application.

My client was in the Lightwater post office on the 19th September 2018 and as she saw Cllr Gandum, she asked him why he has called the planning application to Committee, Cllr Gandum denied that he had called the application in to be reported to the Planning Committee, but then stated that my involvement with the planning application and previous employment with Surrey Heath Borough Council, will impact on the planning application. Cllr Gandum then made personal comments about me to my client.

I personally find his comments to my client about me outrageous as I am a professional planning consultant, with an unblemished record in the planning profession. I will take this matter up separately. Cllr Gandum then went on to state that he would purchase my client's property with the agricultural occupancy condition as it stood, and she had until October to accept his offer.

I have subsequently been informed by ██████████ that the planning application is likely to come before the ██████████ Planning Committee.

My client felt very upset by Cllr Gandum, that he implied that he would scupper her planning application if she did not sell the property to him.

I attach a copy of Cllr Gandum's hand written offer to purchase the land from my client. The original copy is with my client's solicitor.

I therefore wish to make a formal complaint against Cllr Surinder Gandum that he has acted improperly as a Councillor, failed to declare a pecuniary and prejudicial interest when this matter came before the Parish meeting and has subsequently called the application to committee in an effort to undermine the proper determination of this application, to frustrate my client into selling her land to him. Cllr Gandum has sought to pressure my client to selling her property to him, whilst working to undermine the chances of her planning applications success, as he sits on the Planning Committee and can therefore influence the committee's decision.

[Redacted]

I trust that you will look into this matter as of some urgency.

Yours sincerely
[Redacted]

[Redacted]
Director

Enc.

SURREY HEATH BOROUGH COUNCIL CODE OF CONDUCT FOR MEMBERS

PART 5 - CODES AND PROTOCOLS SECTION A
MEMBERS' CODE OF CONDUCT

PART 1

GENERAL PROVISIONS

1. Introduction and Interpretation

1.1. This Code applies to you only when acting in your capacity either as a councillor or co-opted member of the Council or its committees and sub-committees.

1.2. It is your responsibility to comply with the provisions of this Code which will assist the Council in meeting its statutory obligation to promote and maintain high standards of conduct by its councillors and co-opted members in accordance with the following principles:

(a) **Selflessness.** Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

(b) **Integrity.** Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

(c) **Objectivity.** In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

(d) **Accountability.** Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

(e) **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.

(f) **Honesty.** Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

(g) **Leadership** Holders of public office should promote and support these principles by leadership and example.

1.3. In this Code, disclosable pecuniary interests are the interests specified in the Schedule to the Relevant Authorities (Disclosable Pecuniary Interest) Regulations 2012 (attached as Annex A) and

(a) it is an interest that you have personally, or

(b) it is an interest of:

i. your spouse or civil partner,

ii. a person with whom you are living as husband and wife, or

iii. a person with whom you are living as if you were civil partners,

and you are aware that that other person has the interest.

1.4. In this Code, "meeting" means any meeting of:-

(a) the Council;

(b) the Executive of the Council;

(c) any of the Council's or its Executive's committees, sub-committees, joint committees, joint sub-committees or area committees, including any site visit authorised by the Council, the Executive or any of the aforementioned committees.

1.5 This Code does not cover matters in respect of which the Secretary of State may, under the Localism Act 2011, specifically provide that criminal sanctions will apply.

1.6 A failure of a councillor or co-opted member to comply with this Code is not to be dealt with otherwise than in accordance with arrangements approved by the Council under which allegations of such failure can be investigated and decisions on such allegations can be made. In particular, a decision is not invalidated just because something that occurred in the process of making the decision involved a failure by a councillor or co-opted member to comply with the Code.

2. General Obligations

2.1. You must treat others with respect.

2.2. You must not:-

(a) do anything which may cause the Council to breach any of the equality enactments;

(b) bully any person;

(c) intimidate or attempt to intimidate any person who is or is likely to be:-

- (i) a complainant,
- (ii) a witness, or
- (iii) involved in the administration of any investigation or proceedings, in relation to an allegation that a councillor or co-opted member (including yourself) has failed to comply with this code of conduct; or
- (d) do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of, the Council.

2.3. You must not:-

(a) disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, except where:-

- (i) you have the consent of a person authorised to give it;
- (ii) you are required by law to do so;
- (iii) the disclosure is made to a third party for the purpose of obtaining professional advice provided that the third party agrees not to disclose the information to any other person; or
- (iv) the disclosure is:-
 - reasonable and in the public interest; and
 - made in good faith and in compliance with the reasonable requirements of the Council; or
- (b) prevent another person from gaining access to information to which that person is entitled by law.

2.4. You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or the Council into disrepute, or in a manner which is contrary to the Council's duty to promote and maintain high standards of conduct by councillors and co-opted members.

2.5. You:-

(a) must not use or attempt to use your position as a councillor or co-opted member improperly to confer on or secure for yourself or any other person, an advantage or disadvantage; and

(b) must, when using or authorising the use by others of the Council's resources:-

- i. act in accordance with the Council's reasonable requirements;
- ii. ensure that such resources are not used improperly for political purposes (including party political purposes); and

(c) must have regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986 and to the Council's Guidance on Publicity and Conduct for Councillors and Officers Prior To an Election.

2.6. When reaching decisions on any matter you must have regard to any relevant advice provided to you by the Council's Chief Finance Officer or Monitoring Officer where that officer is acting pursuant to their statutory duties.

2.7. You must give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by the Council.

PART 2

INTERESTS

1. Registration of Disclosable Pecuniary Interests

1.1. As a councillor or co-opted member of the Council you must avoid participating in any decision where you could reasonably be seen as having an interest which compromises your honesty or objectivity. Equally you should avoid any action which might reasonably lead others to conclude that you were not acting selflessly or with integrity. In order to assist with this and to promote openness and accountability, the Monitoring Officer must, by law, establish and maintain a register of interests, open for inspection by the public at the Council's offices and publicly accessible on the Council's website.

1.2. You must, before the end of 28 days beginning with the day on which you became a councillor or co-opted member of the Council or this Code being adopted by the Council, notify the Monitoring Officer of any disclosable pecuniary interests which you have at the time when the notification is given. These interests will then be entered on the register of interests.

1.3. Where you become a councillor or co-opted member of the Council as a result of re-election or re-appointment, paragraph 1.2 applies only as regards disclosable pecuniary interests not entered in the register when the notification is given.

2. Disclosure of Disclosable Pecuniary Interests and participation in decision making

2.1. Subject to paragraph 4 (*dispensations*), if you are present at any meeting and you are aware that you have a disclosable pecuniary interest in any matter that will be, or is being, considered at that meeting, you must, irrespective of whether that interest has been registered:

(a) disclose the nature of the interest to the meeting (or, if it is a sensitive interest as described in paragraph 5 below, disclose merely the fact that it is a disclosable pecuniary interest);

(b) not participate in any discussion or vote regarding that matter; and

(c) withdraw immediately from the room or chamber (including the public gallery) where the meeting considering that matter is being held.