

This document is the report into the conduct of former Chief Constable Mark Gilmore dated 26 July 2016, authored by Assistant Chief Constable Tim Jacques of the Lancashire Constabulary ("the report"). ACC Jacques was asked by the Police and Crime Commissioner for West Yorkshire to investigate and report on Mr Gilmore's professional conduct, assessed against the Standards of Professional Behaviour scheduled to the Police (Conduct) Regulations 2012. Mr Gilmore denies all the allegations made against him. The report is disclosed in response to Freedom of Information requests. The report considered the conduct of Mr Gilmore only. The report is not concerned with the behaviour of any other persons and made no allegations against other persons and no other persons were interviewed specifically for the report. The report refers to a separate investigation into criminal allegations in Northern Ireland; however, the Public Prosecution Service of Northern Ireland considered allegations against Mr Gilmore and other persons, and determined that no criminal charges would be brought because of insufficient evidence. The Independent Police Complaints Commission (IPCC) also considered these matters in October 2014 (the criminal allegations and the conduct allegations relating to Mr Gilmore) and decided that it was not necessary for the IPCC to conduct a further investigation, and that the evidence acquired by the Police Service of Northern Ireland did not suggest that Mr Gilmore may have misconducted himself within the IPCC's jurisdiction. The evidence and opinions in the report have not been tested in any misconduct proceedings.

LANCASHIRE CONSTABULARY
PROFESSIONAL STANDARDS DEPARTMENT
FINAL INVESTIGATION REPORT

PSD Case Ref No: MC/18/15

Date of report: 26th July 2016

1. INTRODUCTION

- 1.1 This report is concerned with the review by Lancashire Police of the criminal investigation into Mark Gilmore, the Chief Constable of West Yorkshire Police, conducted by the Police Service of Northern Ireland in 2014, into allegations of Bribery and Misconduct in Public Office.
- 1.2 The conduct matter has been recorded and investigated in accordance with the requirements of the Police Reform Act 2002, the Police (Conduct) Regulations 2012 and Statutory Guidance issued by the Independent Police Complaints Commission (IPCC).
- 1.3 A local investigation has been carried out by Lancashire Constabulary's Professional Standards Department (PSD) on behalf of the West Yorkshire Office of the Police and Crime Commissioner, the relevant Appropriate Authority.
- 1.4 It is intended that the contents of this report will be disclosed, subject to the application of the „harm test“.

2. PARTICULARS OF CONDUCT MATTER(S)

- 2.1 It is alleged that since 2013 as Chief Constable of West Yorkshire Police the subject officer has been involved in an inappropriate relationship with senior executives/associates of the §40(2), S38 Motor Group §40(2), S38 and has used this relationship to improperly promote this commercial company within West Yorkshire Police and its collaborative forces.
- 2.2 It is alleged that the subject officer has used the relationship with §40(2), S38 in the capacity of Chief Constable of West Yorkshire Police to benefit personally via the purchase of a VW Golf for his son.

- 2.3 On 14th May 2015 the subject officer Mark Gilmore was served with a Regulation 15 Notice of Investigation in accordance with the Police (Conduct) Regulations 2012 in relation to these allegations.

3. INVESTIGATION

- 3.1 Assistant Chief Constable Tim Jacques of Lancashire Constabulary was appointed as the Investigating Officer.

3.2 TERMS OF REFERENCE

- 3.2.1 As soon as is reasonably practicable, serve CC Gilmore with written notice (Subject to Regulation 15, PCR 2012)
- 3.2.2 Investigate the conduct of CC Gilmore and his relationship with the S40(2), S38 Motor Group and the invitation for them to attend West Yorkshire Police with a view to them conducting a fleet review.
- 3.2.3 Investigate the conduct of CC Gilmore in respect of his involvement with draft terms of reference for a review of West Yorkshire Police fleet management.
- 3.2.4 Investigate the conduct of CC Gilmore in respect of a personal purchase of a VW Golf from the S40(2), S38 Motor Group for his son.
- 3.2.5 Review the PSNI criminal investigation for any other matters that may constitute misconduct/gross misconduct for CC Gilmore.
- 3.2.6 Review any additional documentation deemed relevant and necessary.
- 3.2.7 Assist the 'Appropriate Authority' to establish whether there is a case to answer in respect of misconduct or gross misconduct or whether there is no case to answer.

4. BACKGROUND

- 4.1 Mark Gilmore is the Chief Constable of West Yorkshire Police, commencing his police career in the Royal Ulster Constabulary. He went through initial recruit training with S40(2), S38 and the two became firm friends. Mr S40(2), S38 mentored Mark Gilmore through his police career until the two men applied for the post of Deputy Chief Constable of Northumbria in 2011. Mark Gilmore was successful and this resulted in the friendship ending for a period of two years until

Mark Gilmore contacted S40(2), S38 in 2013 to mend their friendship difficulties. The two subsequently met regularly when Mr Gilmore was at home.

4.2

S40(2), S38
[Redacted text block]

4.3

S40(2), S38
[Redacted text block]

S40(2), S38
[Redacted text block]

5. OUTLINE

5.1 On Tuesday 30th and Wednesday 31st July 2013 Chief Constable Mark Gilmore attended a two day Global Leadership Conference in Belfast. This was a precursor for the World Police and Fire games which commenced in Belfast on the 1st August 2013.

5.2 During a short break in the conference, Chief Constable Mark Gilmore spoke with S40(2), S38 who was present at one of a number of sponsors' stands as an exhibitor at the PSNI led event. Mr Gilmore and S40(2), S38 spoke about a multipurpose police vehicle which S40(2), S38 was promoting.

One of the vehicles (prototype) was at the event, parked in an outside car park and Mr Gilmore was shown a schematic of the vehicle to demonstrate how it could be used. He agreed to trial the vehicle if it became a reality. At that time the vehicle was only a concept, the idea being S43(2)

S43(2). The vehicle on display was liveried as a police vehicle but apart from this was not otherwise modified. A company called S43(2) had been registered by S40(2), S38 for the purpose of building the S43(2) vehicle with a view to supplying it to police forces in the UK or abroad. S43(2) was registered but has never actually traded.

5.3 S40(2), S38 also outlined during the conversation that his work with the S43(2) had led to a reduction in its size, improved their performance and achieved significant savings for the S43(2) whilst implementing a new operating model. Because of the financial challenges being faced by West Yorkshire Police Mr Gilmore told S40(2), S38 he was challenging all his existing business systems, processes and approaches.

5.4 Mr Gilmore stated he was interested in this innovative approach and invited Mr S40(2), S38 over to West Yorkshire Police Headquarters as a critical observer to benchmark West Yorkshire Police's approach/performance of fleet management against that of private industry standards. Mr Gilmore states he outlined there could be no business benefit for S40(2), S38 should they choose to do it. This assertion by Mr Gilmore is corroborated by S40(2), S38 in subsequent interview.

5.5 On Tuesday 3rd September 2013 a letter, exhibit ARMCC8, was sent by Mark Gilmore to S40(2), S38 outlining the offer from Mr S40(2), S38 to review West Yorkshire fleet management and that Mr Gilmore's staff officer, Chief Inspector Samantha Millar and his personal assistant S40(2) would be in contact to make arrangements for S40(2), S38 visit to West Yorkshire.

5.6 A letter of reply was then sent from S40(2), S38 to West Yorkshire Police on 20th September 2013 exhibit HA1C, outlining the dates that were suitable for S40(2), S38 and his team to attend West Yorkshire.

5.7 On the 6th November 2013 an email was sent from S40(2), S38 computer to S40(2), S38 iPad (exhibit MMG10) and is evidenced in the report from Constable S40(2) on PT1 and PT5. This email is entitled "Suggested draft for Mark Gilmore" and the attachment is in relation to the

prototype vehicle which S40(2), S38 and Mark Gilmore discussed at the Global Leadership Conference.

5.8 Ian Hall, Superintendent in Kent Constabulary, stated that in December 2013 he attended Newforge Police establishment for a meeting regarding supplying mutual aid officers from the UK. Whilst speaking to S40(2), S38 before the commencement of the meeting S40(2), S38 stated that he had started up a company with Mark Gilmore developing public order vehicles and handed Mr Hall his business card which was subsequently seized by D/Sergeant S40(2) who marked it ER21.

5.9 The mobile phones of all the suspects were obtained and examined in relation to this investigation. The mobile number of Mark Gilmore is S40(2), S38

and

5.10 On the 2nd December 2013 at 11:48hrs S40(2), S38 sent a text from his mobile, GS1, to the mobile of Mark Gilmore, CB1, which stated "*Spoke to your staff officer – can get the agenda out today if possible. S40(2), S38*" Mark Gilmore replied at 12:31hrs from his mobile phone to the mobile phone of S40(2), S38 stating "*Sorted. Have given them to Sam so getting typed up and sent out. Take care. Speak soon MG :)*"

5.11 An email from S43(2) was sent to S40(2), S38 on the 2nd December 2013. S43(2) are a vehicle armoured business based in S43(2) and have previously built armoured land rovers for the P.S.N.I. The email was forwarded to S40(2), S38 on the 3rd December 2013 by S40(2), S38 and obtained from his iPad MMG10 and is evidenced on report PT1. The email stated that the attachment had some photos for the meeting "*on Wednesday*". The attachment contained photographs and schematics of the multipurpose S43(2) Wednesday was the 4th December 2013, the date of S40(2), S38 visit to West Yorkshire Police. This email and attachment of photos are evidenced in the report PT1 by Constable S40(2).

5.12 Nigel Brook is the Assistant Chief Officer to West Yorkshire Police who has financial responsibility for the force and departmental responsibility for finance, I.T. and business services including transport. Sometime during November 2013 he received an invite to a meeting that the Chief Constable was hosting with a firm called S40(2).

§38 . He attended the meeting on the 4th December 2013 which was held in the Oak Room beside the Chief Constable's office. Mr Brook states that the persons from §40(2), §38 led him to believe that they did all the fleet work in Northern Ireland for the Police Service of Northern Ireland. Because of an operational incident the Chief Constable was unable to spend much time §40(2), §38 and §40(2), §38 so he and ACC Craig Guildford had a short meeting with them before handing them over to Steve Thompson, Head of Transport, for a tour of the workshops.

5.13 Mr Brook subsequently asked Steve Thompson how the meeting had gone and received an e-mail reply from him on the 7th December. This email was seized by Detective Sergeant §40(2) and marked ARMCC7.

5.14 Steven Thompson is the Head of Transport for West Yorkshire Police and has held the position for over 9 years. He attended the meeting which was also attended by Chief Constable Mark Gilmore, Nigel Brook, John Prentice, ACC Craig Guildford, §40(2), §38 and another member of §40(2), §38 whose name he could not recall. (§40(2), §38).

5.15 §40(2), §38 spoke about how they could make improvements to the West Yorkshire fleet particularly around expertise in getting manufacturers support. He states that §40(2), §38 were promoting their products namely the protected Serial Unit Vehicle (patrol vehicle) and offered the opportunity for West Yorkshire to take one of the vehicles on a long term demo if required.

5.16 §40(2), §38 also mentioned about taking over the maintenance of the whole PSNI fleet and gave the impression that they had already obtained the contract. The meeting with §40(2), §38 lasted 2-3 hours during which time he showed them round the workshop and then had a conversation in Thompson's office. §40(2), §38 were talking about a §43(2) and which Thompson stated West Yorkshire Police would be interested in along with their Public Support Unit vehicle but made it clear to them that West Yorkshire Police would only be interested in looking at them and nothing more. In Steve Thompson's opinion §40(2), §38 were fishing for business. The meeting ended with §40(2), §38 stating that they would prepare a brief on their findings.

5.17 John Prentice is the Director of Business Services for West Yorkshire Police. He also

attended the meeting with S40(2), S38 on the 4th December 2013. His understanding of the meeting was to explain how the transport fleet of West Yorkshire worked and S40(2), S38 were to explain if they could provide help. He states that during the meeting the men from S40(2), S38 were interested in the procurement side of obtaining fleet vehicles and in his opinion were providing a sales pitch, by explaining that West Yorkshire Police were not maximising their buying power due to the volume of vehicles they were buying in collaboration with other forces. He states that S40(2), S38 were shown round the workshops, during which they stated that they were developing a PSU van and wanted to work with West Yorkshire Police by supplying a vehicle for them to trial.

5.18 On the 5th December 2013 at 09:28 S40(2), S38 sent a text from his mobile GS1 to the mobile of Mark Gilmore CB1 which stated, “M – S40(2), S38 had a very good day yesterday with your people – he has briefed me but would like to, if possible, have coffee with you when your home to brief you face to face before he goes back to your ACC and transport manager – he discovered some interesting facts which you might want to hear. Let me know if coffee when your home would be possible.”

5.19 On the 19th December 2013 a letter signed by S40(2), S38 was sent to Chief Constable Mark Gilmore outlining his findings of the West Yorkshire fleet during his visit on the 4th December 2013.

5.20 It stated that the current operation with a limited overview could be revamped in line with the S43(2) transport model which S40(2), S38 designed and operate in Northern Ireland.

5.21 They recommended that a short study should be commissioned to determine improvements in the overall transport service and costs. The letter finished with S40(2), S38 offering to develop the scope, methodology and progress reviews and ensure that private sector best practices are considered and evaluated at each stage. This letter was located in a folder in the Chief Constable’s office in West Yorkshire and handed over with other documents by Inspector S40(2) and marked RM24 by Detective Constable S40(2).

5.22 At 09.31hrs on the 27th December 2013 S40(2), S38 sent a message from his mobile phone GS1 to the mobile phone of Mark Gilmore CB1 which read “M S40(2), S38 was speaking to me this morning – he was looking to arrange his diary to meet you either tomorrow or Monday in Belfast if you want a meeting? If

you can't make either I can give you his mobile and you could give him a conference call to be briefed from his visit. What do you prefer? S40(2), S38 ”.

5.23 On the 29th December 2013 at 18:43:47 S40(2), S38 sent a message from his mobile GSI to the mobile phone of Mark Gilmore CB1 which read “M- S40(2), S38 *He spoke to me yesterday afternoon and I think he would be keen to meet at his S40(2), S38 Showrooms for coffee. S40(2), S38*”.

5.24 At 09:29:19 on the 30th December 2013, S40(2), S38 sent a message from his mobile GSI to the mobile phone of Mark Gilmore CB1 which read “M- S40(2), S38 *on his way to S40(2), S38 – he asked me again what car you were looking for S40(2), S38 Told him S40(2), S38 2liter GTI. He probable will mention S40(2), S38*” (S40(2), S38

5.25 On the 15th January 2014 Mark Gilmore attended the Chief Constables Operational Board with the other Chief Constables of North Yorkshire, South Yorkshire and Humberside. During the meeting there was a very brief discussion about potential collaboration between the four forces around the vehicle fleet and it was agreed that Chief Constable Gilmore would scope out the options with a view to bringing an initial discussion paper back in three months’ time.

5.26 Fraser Sampson is the Chief Executive and Solicitor to the Police and Crime Commissioner of West Yorkshire. He stated that he had no recollection of ever having discussed regional transport collaboration for West Yorkshire with Chief Constable Mark Gilmore. He had not been invited to any meetings and was not aware that S40(2), S38 had visited West Yorkshire Police in December 2013. He further stated that the office of the Police and Crime Commissioner had never received a notification or an application from Mark Gilmore regarding the vehicle fleet.

5.27 Mark Burns – Williamson is the Police and Crime Commissioner for West Yorkshire Police Force. He stated that he does not recall ever having a conversation with Mark Gilmore regarding reviewing the fleet in West Yorkshire or of collaborating with any or all of the other forces of North Yorkshire, South Yorkshire or Humberside.

5.28 On the 22nd January 2014, Nigel Hiller the Director of Finance for South Yorkshire Police sent an email to Nigel Brook asking “*why they were going round the houses again on vehicle fleet*”. The e-mail shows that Chief Constables had discussed current approaches to collaboration on fleet services and with local partners and the action

taken was that Chief Constable Gilmore was to scope out areas where the four forces working together might achieve economies of scale in fleet services. The Email was seized and marked **JD39** by Detective Constable **S40(2)**.

5.29 On the 28th January 2014, **S40(2), S38** sent a text message from his mobile phone **GS1** to **S40(2), S38** on mobile phone **COH3** which read “*Can you give me a ring Mark Gilmore was looking you – about WY – have update* **S40(2), S38**”. This text was obtained from the examination of **COH3**, produced in a report **CH7**.

5.30 On the 9th February 2014 at 19:02:45 hrs **S40(2), S38** sent a message from his mobile phone **GS1** to the mobile phone of Mark Gilmore **CB1** which read “*Yes going upwards – Ps I know a Vehicle Company who might want a chair of Board when time is right!!!*”

5.31 On the 15th February 2014 Chief Constable Mark Gilmore met with **S40(2), S38** and **S40(2), S38** at **S40(2), S38** Garage on the **S40(2), S38** Road. A notebook marked **BDP5** was seized by Constable **S40(2), S38** which belonged to **S40(2), S38**. An entry in the book has “*TOR Mark Gilmore*” recorded in it. Also in the notebook was an entry “*Mark – S40(2), S38 – 14 February.*” The rough notes mention the current benchmark of West, North and South Yorkshire and Humberside being compared against the best practice industry standards and there is also mention of a Draft TOR for consultancy to examine current practice versus industry norm.

5.32 The notes also contain the wording “*The manufacturing contract considerations, a future operating model – to meeting operational and community safety needs / the best value/practice model – manufacture led and recommendations as how to best deliver the future operating model for fleet.*”

5.33 At 16:22hrs on the 24th February 2014 **S40(2), S38** received an e-mail from **S40(2), S38** with a draft Terms of Reference document attached. The wording on the email from **S40(2), S38** stated “*Please find attached the terms of reference for your meeting with Mark on Wednesday next.*” This email and attachment were recovered from the iPad of **S40(2), S38** marked **MMG10** and evidenced in the report **PT1**.

5.34 On the 24th February 2014 at 19:31hrs **S40(2), S38** sent a text message from his mobile phone **GS1** to the mobile phone of Mark Gilmore **CB1** which

read, "I have the draft TORs for you from S40(2), S38". On the 24th February 2014 at 20:47hrs Mark Gilmore sent a text message from his mobile phone CB1 to the mobile of S40(2), S38 GS1 which read, "Cheers big man. Just landed home, will call you tomorrow. MG :)".

6. PURCHASE OF VW GOLF – S40(2), S38

- 6.1 Mark Gilmore obtained a Volkswagen Golf for his son, S40(2), S38, from S40(2), S38 Motor Group on the 27th February 2014.
- 6.2 The first specific reference made to this proposed purchase which has been found by police enquiries was on the 9th November 2013 when S40(2), S38 sent a message from his mobile phone GS1 to S40(2), S38 COH3 which states "S40(2), S38 rang up date ref Civic-Mark like the car but his son is still very keen on Golf 2ltr Diesel TDI S40(2), S38 5door". On 30th December 2013 at 09:29:19 S40(2), S38 sent a message from his mobile GS1 to the mobile phone of Mark Gilmore CB1 which read "M – S40(2), S38 on his way to S40(2), S38 – he asked me again what car you were looking for S40(2), S38 Told him S40(2), S38 2 liter GTI. He probable will mention. S40(2), S38".
- 6.3 On the 29th January 2014 at 09:37:57 S40(2), S38 sent a message from his mobile GS1 to the mobile phone of Mark Gilmore CB1 which read, "Car being worked on now – S40(2), S38 suggest diesel probable better – long term. Will get figures etc and you can decide S40(2), S38".
- 6.4 Exhibit GS5 is documentation that was seized from the home of S40(2), S38 on the 17th June 2014 by Constable S40(2), S38. A journal removed from this documentation was sub-exhibited NK3 by Detective Constable S40(2), S38. The journal contains an entry dated Sat 15th 10am, S40(2), S38 Road and associated notes, "S40(2), S38 VW Golf, M. Gilmore Standard – Black Interior, 1.6 petrol, 1.4 petrol, 1.6 diesel, Singapore wheels".
- 6.5 S40(2), S38 is the Sales Manager of S40(2), S38 situated on the S40(2), S38 Road. He stated that the VW Golf S40(2), S38 was new into S40(2), S38 on the 4th October 2013 and came direct from the manufacturers. It only had delivery mileage when it arrived which would have been a maximum of 10 miles. By February 2014 he decided the

vehicle could be made a demonstration car. He stated that he made the car a demonstrator after talking to S40(2), S38 S40(2), S38 S40(2), S38 had informed him that he had a friend who was looking for a Volkswagen Golf for his son. He believes S40(2), S38 told him that the car was for Mark Gilmore and S40(2), S38 knew Mark Gilmore as he had previously sold him a car.

6.6 S40(2), S38 decided that S40(2), S38 would become a demonstrator as after S43(2) days a car is invoiced by the manufacturers for the full price. The VW Golf was reclassified as a demonstrator and registered to S40(2), S38 on the 20th February 2014 at which time the car was effectively 146 days old.

6.7 A further statement was obtained from S40(2), S38 to clarify a number of details around the sale of the VW. S40(2), S38 He stated that the original retail price of a VW Golf SE edition 1.6 TDI was £S43(2), S40(2), S38 was a limited edition therefore slightly cheaper.

6.8 S43(2) [REDACTED]

6.9 S40(2), S38 provided Detective Constable S40(2) with a series of emails JD7 – JD12 regarding the VW Golf S40(2), S38

6.10 JD7 is an email from S40(2), S38 to S40(2), S38 @mail.com on the 5th February 2014 at 10:48hrs and is addressed to Mark Gilmore. It outlined that S40(2), S38 and Mark had discussed the deal the day before and the price was based on the car being taxed as a demo and then after three months transferring the car into Gilmore's name. This email is answered by S40(2), S38 on the 10th February 2014 at 09:32 with S40(2), S38 thanking him

and informing him that Mark was out of the country until Friday and that he would speak with S40(2), S38 to make the arrangements re the car.

6.11 JD8 is the bottom half of the email JD7. It outlined the discount of the price of the car if registered as a demo as £S43(2). The total on the road price was shown as £S43(2). A number of finance examples were also shown for loans over 36 months and 48 months.

6.12 JD9 is an email on the 2nd June 2014 from S40(2), S38 to S40(2), S38. Again it is addressed to Mark and stated that now that the car was three months old they were able to transfer into his name. S40(2), S38 also asked for the details of who the invoice and tax book would be registered to. He also asked what deposit was being put down on the car and over what term the finance was being taken.

6.13 JD10 is an email from S40(2), S38 to S40(2), S38 on the 5th June 2014 at 14:24hrs. It is addressed to S40(2), S38 and outlines the figures of finance being taken over 36 months and also 48months. The deposit shown on the email is £S43(2), S40(2) therefore the finance to be taken on the car is £S43(2), S40(2).

6.14 JD11 is an email from S40(2), S38 to S40(2), S38 on the 9th June 2014 at 09:28hrs. In this email S40(2), S38 confirms that she would like to take the finance payments over S40(2) months.

6.15 JD12 is an email from S40(2), S38 to S40(2), S38 on the 11th June 2014 at 18:04hrs. He states that he has submitted the finance application and was waiting for a reply. He stated that he was out of the country until the Monday and would call her

then. In the same exhibit S40(2), S38 replies to the email at 18:55hrs on the 11th June 2014 saying, "Thanks S40(2), S38 speak to you on Monday."

S30(1) or S31(1)(g), S41

[REDACTED]

[Redacted text block]

6.17

S30(1) or S31(1)(g), S41 [Redacted text block]

[Redacted text block]

6.18

S30(1) or S31(1)(g), S41 [Redacted text block]

[Redacted text block]

S30(1) or S31(1)(g), S41 [Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

6.20 S30(1) or S31(1)(g), S41
[REDACTED]

S30(1) or S31(1)(g), S41
[REDACTED]

[REDACTED]

6.21.4 [REDACTED]

6.22 Sales Manager S40(2), S38 [REDACTED] was asked to provide details of customers who had purchased a vehicle in the same circumstances as Mark Gilmore i.e. were intending to buy a new car but who obtained a demonstrator vehicle from S40(2), S38 [REDACTED] and kept possession of the vehicle for a number of months until the final finance agreement was processed. He gave details of the following three persons, S40(2), S38 [REDACTED], S40(2), S38 [REDACTED] and S40(2), S38 [REDACTED]. Enquiries conducted have shown these deals were not the same as the deal the Gilmores got due to the fact the vehicles purchased by these customers had been already designated as demonstrators before the customer ever made an enquiry to purchase.

7. ARREST AND SEARCHES

7.1 S40(2), S38 [REDACTED] S40(2), S38 [REDACTED] and S40(2), S38 [REDACTED] were arrested and their homes

searched. The business address of S40(2), S38 [REDACTED] at S40(2), S38 [REDACTED] was also searched.

7.2 The same day the home address of Chief Constable Mark Gilmore was searched at S40(2), S38 [REDACTED] as was his office at West Yorkshire Police Headquarters, Wakefield where Detective Inspector S40(2) [REDACTED] seized a black mobile phone CB1 from Chief Constable Gilmore.

8. INTERVIEWS

S30(1) or S31(1)(g), S41 [REDACTED]

8.2

S30(1) or S31(1)(g), S41 [REDACTED]

S30(1) or S31(1)(g), S41 [REDACTED]

S30(1) or S31(1)(g), S41 [REDACTED]

S30(1) or S31(1)(g), S41 [REDACTED]

[Redacted]

8.6

S30(1) or S31(1)(g), S41
[Redacted]

S30(1) or S31(1)(g), S41
[Redacted]

S30(1) or 31(1)(g), S41
[Redacted]

8.9

S30(1) or S31(1)(g), S41
[Redacted]

S30(1) or S31(1)(g), S41
[Redacted]

8.11

S30(1) or S31(1)(g), S41
[Redacted]

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8.12

S30(1) or 31(1)(g), S41
[Redacted text block]

8.13

S30(1) or 31(1)(g), S41
[Redacted text block]

8.14

S30(1) or 31(1)(g), S41
[Redacted text block]

S30(1) or S31(1)(g), S41

8.16

S30(1) or S31(1)(g), S41

8.17

S30(1) or S31(1)(g), S41

S30(1) or S31(1)(g), S41

S30(1) or S31(1)(g), S41

8.20

S30(1) or S31(1)(g), S41

[Redacted]

S30(1) or S31(1)(g), S41

[Redacted]

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8.22

S30(1) or S31(1)(g), S41

[Redacted]

8.23

S30(1) or S31(1)(g), S41

[Redacted]

8.24

S30(1) or S31(1)(g), S41

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S30(1) or S31(1)(g), S41

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S30(l) or S31(l)(g), S41

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S30(l) or S31(l)(g), S41

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S30(l) or S31(l)(g), S41

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S30(1) or S31(1)(g), S41

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S30(1) or S31(1)(g), S41

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8.34

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S30(1) or S31(1)(g), S41

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8.36

S30(1) or S31(1)(g), S41
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8.37

S30(1) or S31(1)(g), S41

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S30(1) or S31(1)(g), S41

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8.39

S30(1) or S31(1)(g), S41

[Redacted text block]

8.40

S30(1) or S31(1)(g), S41

[Redacted text block]

S30(1) or S31(1)(g), S41

8.42

S30(1) or S31(1)(g), S41

8.43

S30(1) or S31(1)(g), S41

8.44

S30(1) or S31(1)(g), S41

8.45

S30(1) or S31(1)(g), S41

[Redacted]

8.46 S30(1) or S31(1)(g), S41

[Redacted]

8.47 S30(1) or S31(1)(g), S41

[Redacted]

8.48 S30(1) or S31(1)(g), S41

[Redacted]

[Redacted]

8.49

S30(1) or S31(1)(g), S41
[Redacted]

8.50

S30(1) or S31(1)(g), S41
[Redacted]

8.51

S30(1) or S31(1)(g), S41
[Redacted]

S30(1) or S31(1)(g), S41
[Redacted]

8.53

[REDACTED]

S30(1) or S31(1)(g), S41

[REDACTED]

S30(1) or S31(1)(g), S41

8.55

[REDACTED]

S30(1) or S31(1)(g), S41

8.56

S30(1) or S31(1)(g), S41

S30(1) or S31(1)(g), S41

8.58

Mark Gilmore was interviewed as a voluntary attender at Musgrave P.S.N.I. between the 31st July and the 2nd August 2014 on 28 occasions by Detective Chief Inspector Campbell and Detective Sergeant S40(2). Prior to Mr Gilmore's interviews he submitted through his solicitor a note of recollections concerning relevant matters and key points of Mark Gilmore. At the time of interview he again presented these documents and they were marked JC1 and JC2 respectively.

8.59

He stated that he had known S40(2), S38 since joining the police. They worked together and were family friends for thirty years until there was a fracture in the relationship when they both went for the Deputy Chief Constable's job in Northumbria in 2011, the position being secured by Mark Gilmore. This lasted for a couple of years until they met up, had a coffee and then maintained more regular contact. Mark Gilmore stated that he would call at S40(2), S38 house when he was home. He was aware of roles that S40(2), S38 held like S40(2), S38

and would hear snippets of what he was doing when they met up.

- 8.60 Mark Gilmore knew S40(2), S38 from his time as S40(2), S38. He stated that S40(2), S38 sat above Transport Services.
- 8.61 He knew that S40(2), S38 was involved with a company to develop a multipurpose vehicle and had agreed to pilot it, should it be built. He was aware that there was a lot of research and trialling to happen before the vehicle would be available.
- 8.62 Mark Gilmore also stated that S40(2), S38 would have mentioned the vehicle when he met up with him and also showed him the schematic of the vehicle. He described S40(2), S38 home as “a harbour” where he could go, sit at ease and in comfort, listen to the news and catch up. He stated S40(2), S38 never visited West Yorkshire. He is well known on the ACPO circuit and Mark stated that he wouldn’t have wanted him there.
- 8.63 He first met S40(2), S38 in 2008 when he sold him a car. He hadn’t spoken to him again until the Leadership Conference in Belfast on the 30th and 31st July 2013 where S40(2), S38 had a sponsors stand at the event. He stated that S40(2), S38 explained to him about the S43(2) model by saying that they had taken over the fleet management, reduced vehicle type and numbers, increased performance and customer satisfaction.
- 8.64 Mark Gilmore stated that this wouldn’t have worked as the Police and Crime Commissioner wouldn’t have endorsed a private company coming in taking public sector jobs. Mark Gilmore stated he was more interested in how S40(2), S38 achieved that. He asked him to come over to West Yorkshire and look at how he could replicate that internally with his own fleet. S40(2), S38 said he would think about it and he stated that he made it clear there could be nothing in this for S40(2), S38. Mr Gilmore stated he was looking at all existing procedures and practices in West Yorkshire because of the financial challenges as he had to find £160 million of savings in his budget.
- 8.65 As he was leaving the area, where he met S40(2), S38 at the Leadership Conference, he recalled being spoken to about the prototype vehicle and shown a schematic. He stated that he liked this idea. He stated that he probably did say to S40(2), S38 that they would be happy to trial it as he said they would trial anything, any new innovation. He doesn’t recall who showed him the schematic of the prototype. He was pretty sure that he met S40(2), S38

there as well. Mr Gilmore stated that he wanted S40(2), S38 to come over and take soundings of the West Yorkshire Police operating model as he was a Northern Ireland based company, had no facilities in England and therefore he believed it could not operate or deliver services in either Yorkshire or in England. In relation to companies coming over to West Yorkshire, Mark Gilmore stated that the force had previously interacted with a number of companies sent up from the Home Office to talk about their products.

8.66 Mr Gilmore stated that he didn't speak with S40(2), S38 again but the invites were put out through his office to S40(2), S38. He stated that on the 4th December 2013 a police officer was shot in West Yorkshire. S40(2), S38 arrived over with S40(2), S38; he met them at some stage and introduced them to his top team. He recalled meeting S40(2), S38 later on in the day where they discussed the "big idea". Mark Gilmore stated the big idea was to take away the notion of dealing with suppliers and deal directly with the manufacturers. If the forces collaborated and came together as a single customer it would really increase their buying power. He stated that it was a sensible, strategic and transforming idea. There were also five components within the idea starting with the purchasing of the car at one end and selling the car at the other end.

8.67 He also stated he had a recollection of seeing the schematic for the prototype at that stage and handed it to ACC Craig Guildford to get his operational view on it. He believed that during the day S40(2), S38 would have been shown round the workshops and would have spoken to the Head of Transport. He further mentioned he had a recollection of a conversation with S40(2), S38 about a „terms of reference“ to take the matter forward and the idea was around regional collaboration regarding the fleet. The terms of reference would assist Mark Gilmore in understanding the component parts.

8.68 He stated he subsequently received a letter from S40(2), S38 outlining their findings from their visit. They stated the operation was positive with positive people, however things could improve, be done better and that some of the practices within the S43(2) model could be applied. The letter finished with S40(2), S38 stating they could assist with a terms of reference that he had asked them for. He stated that he met S40(2), S38 in Northern Ireland over the Christmas break just as a thank you for going over to West Yorkshire and looking at the fleet at the

Christmas meeting. He also mentioned to S40(2), S38 [REDACTED] about the terms of reference and the meeting on the 15th February 2014 came out of that.

8.69 He stated that he couldn't really capture the five components of the idea and asked for a meeting which happened on the 15th February 2014 at the S40(2), S38 [REDACTED] Road, Belfast, with S40(2), S38 [REDACTED] and S40(2), S38 [REDACTED]. He stated this was so that he could reassure himself that he'd given it the attention that was required to understand it. At the meeting they went through the concept again and then worked out what would be in the Terms of Reference.

8.70 He stated that he went back to West Yorkshire; he thought he'd scribbled a draft Terms of Reference, had a discussion about it with the Chief Officer team, and discussed the matter with Mark Burns Williamson and Fraser Sampson. He informed them that he would discuss the matter with the other Yorkshire Chief Constables and the Chief Constable of Humberside and let them know the outcome.

8.71 He stated that at the Chief Constables Operational Board on the 15th January 2014, one of the things that he had mentioned was that he had had "industry standard people" looking at them internally for how to improve their efficiency and effectiveness. He stated that they had come up with a transformational idea regarding collaboration. He stated that although this was met with lethargy, they agreed that he would prepare a „terms of reference“ of how to take the matter forward. Subsequent to the meeting he reported back to Mr Burns Williamson.

8.72 Mark Gilmore stated that the „terms of reference“ document was to be used to set up a review. He stated that he had in his head that they needed somebody coming in to do an accountancy review to gauge the number of cars required in a seven force model and a four force model. The manufacturer would then understand they were dealing with a big customer mass producing their specific requirements and therefore reducing the unit cost.

8.73 He stated he never dealt with S40(2), S38 [REDACTED] or S40(2), S38 [REDACTED] after the meeting on the S40(2), S38 [REDACTED] Road on the 15th February 2014.

8.74 When shown the exhibit MMG14 of S40(2), S38 [REDACTED] record of work mentioned earlier within this report, Mark Gilmore stated all the matters introduced were from a passing comment during a chat in S40(2), S38 [REDACTED] home over a cup of coffee and he could not believe that S40(2), S38 [REDACTED] had noted them as meetings for the purposes of an invoice or bill to S40(2), S38 [REDACTED]. He

- stated that he was hurt and left vulnerable because of S40(2), S38 entries and wouldn't have been there at his house had he known what was being recorded.
- 8.75 When shown exhibit PT1 E-Mail entitled "*Suggested draft for M Gilmore*", he stated that he had no knowledge of any draft whatsoever. He stated that if somebody was working on a different angle then it was really disrespectful and a gross abuse of trust.
- 8.76 In response to being shown the email dated the 3rd December 2013 obtained from the iPad of S40(2), S38 MMG10 and reported in document PT1, Mark Gilmore stated it was an important document and the wording showed consistency in his dealings with S40(2), S38 from the word go and that document was the terms of reference for the meeting with S40(2), S38 in West Yorkshire on the 4th December 2014.
- 8.77 In relation to the contents of the statement of Nigel Brook he stated that he was not being improper or breaking any rules in relation to procurement. He stated that he could not be "slap dash" around procurement because of legislation but that he was ambitious to change things.
- 8.78 In relation to the email mentioned in the statement of Nigel Brook which he received from Steve Thompson ARMCC7, Mark Gilmore stated that he had never seen the document, however explained that coming out of the Chief Constables Operational Board meeting on the 15th January 2014 was the action to do a scoping document on regional collaboration. Nigel Brook somehow took that action to the West Yorkshire Police Head of Business Transport and some sort of review took place. About three or four weeks after that John Prentice, Director of Business Services, approached Mark Gilmore and told him that he had completed the review work. Mark Gilmore told John Prentice that what he had prepared was not what he had in mind. Mark Gilmore stated that the email ARMCC7 showed accurately what was discussed on the 4th December 2013 and that Nigel Brook did not raise any concerns that he had. He said it was a really positive email.
- 8.79 In relation to the statements of Stephen Thompson and John Prentice, Mark Gilmore stated that S40(2), S38 was clearly making them aware of the prototype vehicle and trying to drum up some interest in it. The document prepared by John Prentice on request from Nigel Brook, exhibit OM2 Detective Constable S40(2) was also introduced into the interview.
- 8.80 Mark Gilmore explained he had two email accounts. He stated that they were filtered by his staff officer so that only strategic material came through to him so he hadn't

seen the document before. Exhibit **RM24** a folder located in the Chief Constable's office containing a copy of **OM2** was also introduced in the interview. Mr Gilmore stated that he had never seen the document and suggested that his staff had placed it within the folder.

8.81 The letter dated the 19th December 2013 from Mark Gilmore to **S40(2), S38** **[REDACTED]** which was also contained within exhibit **RM24** was put to him. Appended to this letter were a number of hand-written notes one of which recorded, "*action (i) Discuss at the Informal PCC Meeting*" with Mark Gilmore's signature directly below. Mr Gilmore stated that this "*tied in with*" him taking the matter back to the PCC and informing him as to what he was doing.

8.82 Regarding the contents of the statement of Fraser Sampson, Mark Gilmore stated he had previously raised an action to the PCC, to speak with him regarding the letter from **S40(2), S38** **[REDACTED]** dated 19th December 2013, at the next Police and Community Outcomes meeting. He also had recollection of a 30 second conversation about the matter with the PCC. He stated that Fraser Sampson would have been there at the end of the Police and Community Outcomes meeting in January 2014.

8.83 In relation to the contents of the Police and Crime Commissioner Mark Burns Williamson's statement, Mark Gilmore stated that he was not surprised on one level because of the political negativity associated with the investigation. Also because the conversation was not scripted at a business meeting and was inconsequential although he stated he was surprised that he couldn't remember some fragment of the conversation.

8.84 In relation to a text message sent from **S40(2), S38** **[REDACTED]** mobile phone to Mark Gilmore's mobile phone on the 9th Feb 2014 at 19:02hrs stating "*PS I know a vehicle company who might want a chair of board when time is right!!!*" Mark Gilmore stated it was just a wise crack from **S40(2), S38** **[REDACTED]** and was not very funny in the current circumstances. Mark Gilmore suggested that **S40(2), S38** **[REDACTED]** was talking about the company he was involved in.

8.85 Mark Gilmore stated that the meeting at **S40(2), S38** **[REDACTED]** lasted for approximately 40/50 minutes on the 15th February 2014. Exhibit **BDP5** was introduced which stated "*TOR Mark Gilmore*" Mark Gilmore stated that he had never seen the note.

- 8.86 When asked if he'd received a terms of reference document at S40(2), S38 home on the 25th February 2014 Mark Gilmore stated that it didn't mean anything at all to him. The text from S40(2), S38 to Mark Gilmore at 19:31hrs on the 24th February 2014 stated, "I have the draft TOR for you from S40(2), S38".
- 8.87 At 20:47 hours Mark Gilmore text S40(2), S38 back saying "cheers big man just landed home will call you tomorrow". Gilmore stated he didn't recall ever seeing exhibit PT2 the „Terms of Reference“ document from S40(2), S38 computer or collecting it from S40(2), S38.
- 8.88 Another sheet from exhibit BDP 5 was then introduced which appeared to be notes recorded at the meeting on the S40(2), S38 Road on the 15th February 2014. He confirmed this and showed the two different writing styles and explained that S40(2), S38 started writing then he took the book and wrote notes in it himself about the proposed future operating model. He stated he photocopied the notes made and took a copy with him away from the meeting. He did not recollect that S40(2), S38 was tasked to prepare a document after that meeting. Mark Gilmore went on to say that it could be seen on the document that the five points of the model had almost become four, purchase, maintenance, residual and Health and Safety.
- 8.89 He stated that when he went back to West Yorkshire he worked on a terms of reference document. When shown the terms of reference document PT2 Mark Gilmore stated he understood it apart from the part about, "Other major service providers". He thought it may be a reference to fitting S43(2) to the vehicles. Mark Gilmore then stated that he was not saying that he didn't receive a terms of reference document from S40(2), S38, he just couldn't remember.
- 8.90 The statement of Mark Gilmore's Staff Officer, Chief Inspector Melanie Jones was then introduced outlining that the terms of reference document prepared by S40(2), S38, was found in a folder (RM24) in the Chief Constable's Office on the 9th July 2014. Mark Gilmore stated that he then thought that he started his own draft in his office on paper and got his PA S40(2) to draft it up. He was informed by the interviewers that no typed up document similar to that he had just described was found in the folder RM24. He stated his document was more developed than the

S40(2), S38 [REDACTED] terms of reference document and would have been developed in his way and “topped and tailed”.

8.91 He was challenged that initially he stated he only contacted S40(2), S38 [REDACTED] a couple of times a month, but now had been shown to have contact very frequently and over dates that were pertinent in the investigation. Also S40(2), S38 [REDACTED] had handled documents that were pertinent to the investigation. Mark Gilmore stated that he had been thinking on when he had seen S40(2), S38 [REDACTED] and he accepted there had been a lot more contact than he initially had thought.

8.92 When challenged about him receiving the terms of reference by hand with instructions by S40(2), S38 [REDACTED] to S40(2), S38 [REDACTED] not to send the document electronically, Mark Gilmore did concede that it did look suspicious however stated it may have been done that way to avoid a “bit of a tizzy” if it came in through the Chief Constable’s Office.

8.93 When he was informed that S40(2), S38 [REDACTED] believed there was work for them in West Yorkshire he stated that if they thought that, “they haven’t woken up and smelt the coffee” because of the relationship they had with West Yorkshire they would never get work in West Yorkshire. He stated that if they were to bid in procurement he would never be comfortable with that, it would never happen, he stated it would be a “Himalayan jump” for them to ever get work in West Yorkshire. He stated there was nothing ever secret about his dealings with S40(2), S38 [REDACTED], he just happened to meet them when he was home.

8.94 He stated that the only “big idea” that has ever been discussed was the manufacture one which he had got and now was moving forward to try to work with other colleagues who weren’t too impressed by the big idea. There was no conspiracy, there was never any expectations from him about S40(2), S38 [REDACTED], about reductions in cars, about any work or any connection with S40(2), S38 [REDACTED].

8.95 When asked about the car purchase from S40(2), S38 [REDACTED], Mark Gilmore stated that he had first mentioned getting a car for his son’s S40(2), S38 [REDACTED] birthday during one of his conversations with S40(2), S38 [REDACTED] at his home. He had a chat with his son about the type of car that he would like and then talked to S40(2), S38 [REDACTED] about the type of car and specification. He stated S40(2), S38 [REDACTED] rang at some stage to say there was a car of that type in and to ring S40(2), S38 [REDACTED] about it.

- 8.96 Mark Gilmore stated he then rang S40(2), S38 who reassured him that a car of that type was coming in. His recollection was that S40(2), S38 told him the retail price was £21,000 but that he could do it for £18,000 because of VW discount so that they could maintain their sales numbers. He stated that the figures didn't trouble him and subsequently checked websites to see the same car with more mileage being sold cheaper than his deal. He stated that he also gave S40(2), S38 details of his S40(2), S38 email address for correspondence regarding the car deal. He then stated that S40(2), S38 received an email and contacted him regarding S40(2), S38 saying the car was not going to be ready in time (for his son's birthday on the S40(2), S38 2014) and the term demonstrator was used. He assumed that there was a breakdown in communication and rang S40(2), S38 who told him not to worry, he would sort it out.
- 8.97 He stated that on the 26th February 2014 after arrangements were made regarding the car, it was brought to Belfast. Mark Gilmore went to see the car; test drove it but was told by S40(2), S38 that the car was a demonstrator and as such couldn't be bought for 3 months. Mark Gilmore stated that he was both surprised and disappointed on hearing this and then said that then he needed to rent a car. He stated that the term demonstrator was not explained to him nor did he know what it meant when a car was classified as a demonstrator. He stated that S40(2), S38 told him that wasn't a problem, in fact he could rent the same car, but it just couldn't be purchased for 3 months. Mark Gilmore asked S40(2), S38 were there any issues in doing that and was assured there wasn't.
- 8.98 It was then agreed that the car would be rented for three months and that the three months rental fee would be taken off the price of the car, because it wasn't ready for S40(2), S38 birthday. On the 27th February the car was picked up and S40(2), S38 paid his first month's rental fee of £200 using S40(2), S38 bank card after signing the rental agreement. Mark Gilmore stated that the rental agreement was extended by one month and the finance was sorted for the car on the 17th June 2014 when £1,200 was paid leaving £16,000 to be financed over 4 years.
- 8.99 The purchase of the vehicle was again introduced (exhibit NK3 S40(2), S38 day book mentioned earlier) Mark Gilmore stated that S40(2), S38 was not at the meeting on the 15th February 2014. He stated that

the conversation with S40(2), S38 regarding a vehicle for his son was discussed before the 15th February as S40(2), S38 was not at the meeting on the 15th.

8.100 Exhibits JD7 and JD8, the emails between S40(2), S38 and S40(2), S38 were introduced. Mark Gilmore stated S40(2), S38 rang him agitated about it.

8.101 Gilmore stated there had been no talk about the car being a demonstrator during the conversation with S40(2), S38 on the 4th February 2014. He stated that the discounts meant the car priced at £21,000 could be sold for £18,000. He was shown that S40(2), S38 rang him at 18:31 on the 4/02/14 and that the call lasted 52 seconds. He was then shown evidence that he rang S40(2), S38 back at 18:52hrs and the call lasted 14 minutes and 54 seconds. He stated the call about the car was short and sharp and the rest of the conversation was general as he didn't want to give the impression that he wasn't interested.

8.102 The statements of S40(2), S38 and S40(2), S38 were read out. Mark Gilmore stated that it was on the 26th February 2014, when he was informed by S40(2), S38 that the car could not be purchased for three months, this conversation took place in an office where no-one else was present or heard the conversation. Exhibit JD9, JD10, JD11 and JD12 (further emails between S40(2), S38 and S40(2), S38) were shown to Mark Gilmore. He stated that he had never seen the e-mails before.

8.103 The contents of the statement of S40(2), S38 regarding S40(2), S38 his dealings with the vehicle and the re-classification of the car were read over. Mark Gilmore stated that he had not chosen S40(2), S38 as the car he had to have. He had never seen that car before the 26th February nor had talked about that specific car. An explanation of what a demonstrator was and the S38 day consignment date was explained. Mark Gilmore again explained that he thought he was buying a car, was then informed he couldn't buy it, but could rent it.

8.104 When informed that the car had been discussed regarding making it a demonstrator on the 4th February 2014 which was 19 days before the S43(2) day limit, Mark Gilmore stated that S40(2), S38 were going to have to make an "economic decision" on the car anyway. DG4 rental agreement and JD28 finance agreement were shown during the interview.

- 8.105 Mr Gilmore was informed that §40(2), §38 provided details of three other persons who had availed themselves of the same type of deal as Mr Gilmore but when these persons had been interviewed it had been shown that all the vehicles were demonstrators before the buyers became involved with the vehicles. The statements of §40(2), §38, §38 and §40(2), §38 were read out. Mark Gilmore stated that he had never asked §40(2), §38 for a deal or tried negotiating a price regarding the car.
- 8.106 He stated that §40(2), §38 family have been established customers of §40(2), §38 in §40(2), §38, they had bought their last car from §40(2), §38 and also had got all their servicing done through §40(2), §38. He also stated that his sons would be prospective buyers in the future and thirdly the age of this particular Golf, meant it was going to be have to be decided on anyway in respect of it approaching §43(2) days.
- 8.107 He was challenged that not just anyone could walk into §40(2), §38 and get that deal and that his deal was unique where he got a new car that was made a demonstrator after the price was fixed with him. He stated that he had to rent a car that he had planned to buy.
- 8.108 He stated he was never aware of any special arrangement or the demonstrator discount, and had no intention of "squeezing" anything out of §40(2), §38 who was a prominent business man. He was then challenged that the car was brought from §40(2), §38 to Belfast because §40(2), §38 expected the car to be taken away. Mark Gilmore agreed with the statement but he stated that he rang §40(2), §38 after being made aware of the contents of the e-mail on the 5/2/14 about the demonstrator problem that the vehicle couldn't be sold for three months but was told by §40(2), §38 not to worry and the matter would be sorted. Mark Gilmore stated that when he arrived at the garage on the 26th February he expected the car to be available for sale. He was again challenged about the purchase of the VW Golf which was a unique deal and again stated he was told that he was getting a deal that anyone else could get and never asked for anything or negotiated the price. He stated that it was a matter for §40(2), §38 as to how he came to that agreement. He was challenged then that he had received a discounted car in exchange for work or potential work for §40(2), §38 in West Yorkshire. He denied the allegation stating he would never have been induced

by S40(2), S38 [REDACTED]. He expected to drive the car away but was then told he couldn't take it away resulting in him having to rent the car for three months.

8.109 When it was pointed out to Mark Gilmore that he hadn't contacted S40(2), S38 [REDACTED] until the 14th February 2014, 9 days after S40(2), S38 [REDACTED] got the e-mail stating the car couldn't be purchased for three months, he stated that he couldn't explain that apart from to say S40(2), S38 [REDACTED] may have been side-lined and didn't let him know for a couple of days. When it was suggested the call to S40(2), S38 [REDACTED] from Mark Gilmore was never made as he knew all along that he was to rent the car, he stated "Absolutely not." He stated that the work with S40(2), S38 [REDACTED] in West Yorkshire and the purchase of the car for his son "were on separate train tracks in his mind".

9. MARK GILMORES PRE-PREPARED STATEMENT

9.1 In the final interview Chief Constable Gilmore read the following statement out:-
"I would like to return to the four key issues discussed during my interviews and I will start with S40(2), S38 [REDACTED]. Firstly, I would like to address the issue of invoices being submitted by S40(2), S38 [REDACTED] during my visits to him as a friend which has both shocked and gravely concerned me. I am very hurt to discover that my contact with him has been used in this way. Had I known this to be the case I would not have visited him nor maintained the contact with him I had. Secondly I played no part in any discussions about the development of the prototype vehicle. As outlined during my interview S40(2), S38 [REDACTED] spoke generally to me about his involvement in this project. My only part in this subject was when I agreed to trial a prototype at West Yorkshire should one become available. I have never been a company director of the company formed by S40(2), S38 [REDACTED] and others to develop this prototype vehicle nor would I ever be. S40(2), S38 [REDACTED] text to me in respect of this matter was without any foundation whatsoever and in very poor taste and not humorous. I did not take it seriously in any way. I was both shocked and alarmed to hear that he told Superintendent Hall that I had been involved in forming the company with him to develop the prototype. This is pure, pure, pure fantasy and without any basis in fact whatsoever."

"I'd like to move on to §40(2), §38 and my relationship with §40(2), §38. Firstly my relationship with §40(2), §38 has been as an acquaintance only following the purchase of our family car in 2008. Both §40(2), §38 family and our own family are customers of §40(2), §38 with §40(2), §38 family's relationship going back over many years."

"I'd like to move on now to the review work undertaken by §40(2), §38. My meeting with §40(2), §38 at the World Police and Fire Games was by pure chance as was my invitation to him to come to west Yorkshire to benchmark our vehicle fleet operation. My sole purpose in doing so was to get from him his ideas and soundings to help our internal performance and ideas as to how we could transform what we do. I believe I got this from him in the form of the big idea where the seven/four forces of the north east would collaborate to form a single customer to deal directly with the manufacturers cutting out suppliers like him in the middle and to achieve significant cost reductions for the public purse while improving our performance and making better our specific and meeting better sorry our specific op, operational needs."

"This I believe I achieved and I made clear from the very start that there could be nothing in this for §40(2), §38. It is very concerning for me to hear from the investigators that §40(2), §38 believed there was business in this for them. This was never the case from my perspective. I am disappointed that the chief officers I appointed from my team to take charge of this visit especially my chief financial officer did not supervise this visit as I had expected them to do. I am glad however to note that John Prentice pointed out to §40(2), §38 the need for adherence to appropriate procurement practices and procedures in respect of their contact with West Yorkshire police. No issues or concerns about §40(2), §38 interaction with my colleagues at West Yorkshire was ever brought to my attention by Nigel Brooke who has a fiduciary, legal duty to do so had he been so concerned after receiving the email from Steve Thompson, post §40(2), §38 visit or at any other time he never did so. I'd like to move on now to the purchase of the Volkswagen Golf. This was a birthday gift for my son so it was an important family occasion. I expected to buy a new car on his birthday for him. I did not expect ever to

rent one. I certainly did not see myself as getting or being giving any different treatment than any other regular customer would be capable of getting.”

“Lastly I’d like to briefly just touch on the impact that this has had upon me and my family. The personal impact of this situation upon me and my family is beyond description and words. We are all totally devastated and bewildered as to how this has occurred. I now understand there are grave concerns about the actions and the agendas of others involved in this matter. I hope that now my family and I have fully co-operated with the investigation from the very start with myself co-operating on a voluntary basis that I can quickly return to my post in duties as the Chief Constable of West Yorkshire having addressed all questions and all concerns put to me by investigators fully and truthfully. I very much appreciate the time spent by the investigating officers who patiently heard my entire account of the circumstances surrounding these allegations against me. Thank you.”

- 9.2 All four persons that were interviewed were informed that the matter would be reported to the Public Prosecution Service and have since been told that no criminal charges will be brought against them.
- 9.3 On 29th May 2015 Chief Constable Gilmore provided his response to the Regulation 15 Notice of Investigation that was served 14th May 2015, in correspondence via his legal representation. This letter stated that he completely denied the allegations on the basis that they were simply without any foundation. It also highlighted the facts that the PSNI investigation submitted to the PPS concluded there was no evidence to suggest that any offence had been committed by Mr Gilmore, and also the IPCC review concluded that it did not suggest or indicate that CC Gilmore had, or may have, misconducted himself.
- 9.4 Included in the body of the text was „response to the allegations“ which explained that rather than reiterate the full account already provided upon interview by Mr Gilmore, a number of short points were raised to demonstrate the stance taken. The first allegation is broken down into short paragraphs covering two issues being explored namely the „Industry standard benchmarking of WYP Transport Department“ and „Research and development of Prototype Multipurpose Police Vehicle“. The second allegation is again addressed via small number of bulleted point paragraphs.

- 9.5 All these points raised in relation to both allegation areas, in summary, largely reflect the original account provided to PSNI by Mr Gilmore in both interview and also in his „note of recollections“ dated 28th July 2014 (which were also provided to Lancashire Constabulary as one of several attachments to the email / letter).
- 9.6 Following review of the available evidence obtained within the PSNI „Operation Henly“ investigation Lancashire Constabulary provided Mr Gilmore with a question set (as opposed to conducting further interviews) on 7th March 2016 in an attempt to seek clarity and / or further explanation in relation to a number of areas identified. The responses to these questions were received on 17th June 2016, in which Mr Gilmore predominantly either reiterates the responses he provided to the PSNI in interview, the explanations provided within specified paragraphs of the „note of recollections“ dated 28th July 2014 or his answers to previous questions within the set.
- 9.7 Mr Gilmore does not accept that he has breached the Standards of Professional Behaviour or that he has abused his position in order to gain a personal advantage, and would not characterise the purchase of the vehicle concerned as a discount in any event.

10. KEY AREAS OF CONSIDERATION

- 10.1 Mr Gilmore accepts during interview that he attended the World Police and Fire Games in August 2013 and made an agreement in principle with S40(2), S38 to trial the Prototype vehicle. S40(2), S38 confirms this in his own interviews.
- 10.2 Mr Gilmore’s explanation of this chance meeting with Mr S40(2), S38 is potentially contradicted by comments made by S40(2), S38 in interview. He states he encouraged Mark Gilmore prior to the event to go and view the Prototype.
- 10.3 The agreement provided benefit to S40(2), S38 as it would support his setting up of a company to develop the Prototype concept to fruition. It is clear from his interviews that S40(2), S38 hoped to sell a developed vehicle at some point in the future. There is clear evidence this was an active process by S40(2), S38 around this time in setting up the S43(2) business.
- 10.4 There is also clear evidence that S40(2), S38 at least sought to use Mr Gilmore’s endorsement of the product in doing so. A draft document sent on 4th November 2013 from S40(2), S38 to S40(2), S38 drawn up together

with S40(2), S38 [REDACTED] for Mr Gilmore's consideration and potential endorsement states;

*"In today's modern policing world senior command teams are met with many challenges which unfortunately include financial restraints. We always endeavour to maximise our resources to effect an efficient policing service whilst maintaining a high degree of protect towards our officers. It is therefore of great significance that we have learnt of the concept that ***** has envisaged namely, S43(2)*

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

S43(2) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

As such we are unaware of any other product and therefore we welcome the development and look forward to the concept becoming a reality. As we have faced significant public order demands within our service area we would be grateful of any opportunity to trial such a vehicle and contribute to its development".

- 10.5 In a subsequent email on the 6th November 2013 S40(2), S38 [REDACTED] asks S40(2), S38 [REDACTED] "Could you say he would be willing to purchase if the trial proves successful"
- 10.6 On 9th November 2013 S40(2), S38 [REDACTED] records a meeting with Mark Gilmore "ref vehicle development"
- 10.7 In the S43(2) [REDACTED] business plan dated February 2014 it cites S40(2), S38 [REDACTED] as the Business Development Lead believing "his extensive contacts in this area will provide opportunities for S43(2) [REDACTED] in terms of liaising with Chief Constables and senior members of numerous police forces" and includes in the project timeframe "Demonstration of prototype model to four or five police forces e.g. PSNI, West Yorkshire"

- 10.8 In interview when discussing this agreement Mr Gilmore states West Yorkshire Police were at the leading edge of innovation in British Policing and indicates he was keen to explore any innovative approach.
- 10.9 Mr Gilmore further confirms that the visit to view the West Yorkshire Fleet by S40(2), S38 was also instigated by him at the World Police and Fire Games during the same meeting with S40(2), S38. This was after Mr S40(2), S38 had explained to him the considerable success achieved with the fleet at S43(2); having reduced its size by some 30% whilst at the same time increasing its productivity.
- 10.10 For obvious reasons in the time of austerity this was an attractive possibility to Mr Gilmore.
- 10.11 This visit was conducted at S40(2), S38 expense and is characterised by S40(2), S38 in interview as a favour to Mark Gilmore. S40(2), S38 subsequently wrote to Mr Gilmore on 19th December 2013 and made certain suggestions about how transport efficiency and effectiveness could be taken to “the next level” suggesting Mr Gilmore commissions “a short study (4-5 months)” in order to determine an overview of how to do this.
- 10.12 S40(2), S38 concludes “whilst I do not have “in house” expertise to carry out such a review, I could assist, if required, to develop the scope; methodology and progress reviews and ensure that private sector best practices are considered and evaluated at each stage.”
- 10.13 Mr Gilmore indicates in interview that he did not have the highest levels of confidence in his transport department and he had invited S40(2), S38 by letter to visit in order to “discuss recent developments in the thinking and approach to fleet management and also review and challenge our current approach”.
- 10.14 A lack of trust by Mr Gilmore in the West Yorkshire Police transport department is a common theme highlighted in the interviews of S40(2), S38 and S40(2), S38.
- 10.15 They mention him having no great friendship or relationship with his Police and Crime Commissioner, Mark Burns-Williamson, and that his Senior Management Team resented someone from Northern Ireland coming in over their heads.
- 10.16 S40(2), S38 alludes to Mr Gilmore’s perception of his fleet management arrangements being influenced after they offered to provide him with a

new BMW upon his arrival as Chief Constable. Mr Gilmore did not believe this was a cost effective option preferring a VW Passat, evidencing his desire to reduce the cost of the fleet and demonstrating a personal commitment to achieving this.

- 10.17 Mr Gilmore used this issue of trust and the sensitive nature of a further more detailed review on those affected to explain the need for his subsequent personal interactions with S40(2), S38. These included mobile telephone conversations, text messages and face to face meetings with S40(2), S38, and in Northern Ireland, whilst formulating with them a „*Terms of Reference*“ document for the further review work.
- 10.18 These personal interactions by Mr Gilmore avoided the need to communicate in the normal manner by work email or otherwise officially via West Yorkshire Police.
- 10.19 In 2010 „*Deloitte*“ had undertaken an extensive review of the force fleet arrangements and numerous actions had followed. Consequently a collaboration purchasing directly from manufacturers had already been occurring in particular since 2012 for vehicle purchases. The statement of S40(2) from S43(2) supports this.
- 10.20 It is however true to say the scale of austerity measures facing the Police Service throughout this period were increasingly challenging. Despite being aware of the *Deloitte* review Mr Gilmore wanted a fresh look taken at his fleet.
- 10.21 Steven Thompson (the WYP Fleet Manager) does not articulate any perception of potential mistrust between Mr Gilmore and the transport department. In fact, to the contrary, he states the Chief is a person who was approachable and easy to deal with.
- 10.22 Mr Thompson would say that West Yorkshire Police had successfully implemented measures which surpassed the *Deloitte* recommendations and was performing efficiently and economically, saving millions of pounds, and points to The Regional Transport Collaboration document, (ST/4) to illustrate this.
- 10.23 Mr Thompson clearly saw some positive potential in the suggestions of S40(2), S38 evidenced by an email he sent on 7th December 2013 to ACC Craig Guildford. In a subsequent statement he does however outline the difficulties surrounding a private sector company making recommendations to a public sector organisation due to strict regulations in the public sector. It was, he says, for this specific reason that *Deloitte* provided experts from both sectors to take account of these complex issues.
- 10.24 Mr Thompson characterised the visit by S40(2), S38 as them „*fishing for business*“

- 10.25 Mr Gilmore maintains he informed the Police and Crime Commissioner, Mark Burns Williamson of these matters potentially in the presence of Chief Executive Fraser Sampson after a Community Outcomes Meeting. Statements obtained from both are inconsistent with this though a copy of a letter from S40(2), S38 following the visit is recovered from Mr Gilmore's office apparently annotated by him for discussion with the PCC.
- 10.26 Following this initial visit by S40(2), S38 to West Yorkshire Police Mr Gilmore appears to personally take it upon himself to progress matters with them to develop a wider proposal for fleet management. Whether this was being driven by Mr Gilmore or by S40(2), S38 is a point of contention.
- 10.27 What is clear from text messages exchanged between S40(2), S38 and S40(2), S38 is that Mr Gilmore had already raised the issue of a VW Golf purchase on or before 11th November 2013.
- 10.28 Mr Gilmore states in interview that he had two meetings with S40(2), S38 on the 30th December 2013 at S40(2), S38 and again together with S40(2), S38 on the 15th February 2014 to produce a „Terms of Reference“ document in relation to “the big idea” proposed by S40(2), S38. This “big idea” was in essence a combined approach by a number of collaborating forces to leverage purchasing power direct from a vehicle manufacturer, and included processes around the whole life maintenance and costs of a vehicle including disposal.
- 10.29 S40(2), S38 and Mr Gilmore all agree they worked together on the Terms of Reference which cite one of the included “outputs” as “*List the opportunities for collaboration and income generation within the wider police family and in particular with key vehicle manufacturers and other major service providers*”.
- 10.30 Despite S40(2), S38 letter of 19th December 2013 to offer assistance with regard to this review all three consistently maintain in interview that S40(2), S38 were either not interested in, or in a position to carry out any future review work. They cite the development of the terms of reference in essence as a continuation of the “favour” to Mark Gilmore and consistent with the content of the letter. Throughout all the PSNI investigations into S40(2), S38 no further evidence was found to suggest otherwise.
- 10.31 Evidence from S40(2), S38 iPad showed that a „Terms of Reference“ document was sent by S40(2), S38 to S40(2), S38

[REDACTED], which S40(2), S38 [REDACTED] states he handed to Mark Gilmore on the 25th February 2014 at his home address. S40(2), S38, S41 and S30(1) or S31(1)(g) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 10.32 In interview Mr Gilmore initially denies receiving the document in such a manner from S40(2), S38 [REDACTED], though a copy of it was recovered from his office. When a text message from S40(2), S38 [REDACTED] (about having the TOR document for him on the 24th February 2014) and his own text response was disclosed, Mr Gilmore did not dispute it had happened, though maintains he could not remember it happening. He does however subsequently recall the events of the following two days in specific detail, when he test drove and then collected the Volkswagen Golf for his son.
- 10.33 Mr Gilmore maintains all these dealings and the motive for them (including the potentially perceived clandestine nature re the development and hand over of the terms of reference) were in the interest of securing efficiencies for West Yorkshire Police and indeed the wider Police Service.
- 10.34 It could be viewed that there was an appropriate mutual professional benefit in Mr Gilmore's interactions with S40(2), S38 [REDACTED] in that S40(2), S38 [REDACTED] got at least "business intelligence" through the visit to West Yorkshire Police and an agreement in principle to assist the development of a commercial proposition (the prototype), whilst West Yorkshire Police got an industry view of their fleet management operation, assistance to scope out potential wider opportunities for efficiencies and potentially the future cost free use of a prototype vehicle(s).
- 10.35 Notwithstanding any motives for these interactions, perceived or otherwise, the decision of Mr Gilmore to personally and independently invite S40(2), S38 [REDACTED] to conduct a visit to West Yorkshire Police; and agree in principle to trial the Prototype vehicle; and work on the development of terms of reference for further potential work on fleet (either as a single force or regionally) undoubtedly puts Mr Gilmore in the position of directly engaging in a professional relationship at that time with S40(2), S38 [REDACTED].

- 10.36 It is therefore relevant to take these factors into account when analysing Mr Gilmore's decision making relating to the purchase of the Volkswagen Golf for his son S40(2), S38.
- 10.37 This purchase was arranged by Mr Gilmore at the very same time as these on-going professional interactions with S40(2), S38. He didn't walk in off the street to one of S40(2), S38 dealerships but instead negotiated through the owner of the business whilst professionally engaging with him in his capacity as Chief Constable.
- 10.38 Mr Gilmore did not pay the full retail price for the type of vehicle he specifically wanted.
- 10.39 He does however maintain he paid a relevant market rate offered to him by S40(2), S38 and that he did not attempt to negotiate that price down further.
- 10.40 There is indeed evidence of similar levels of discounts on retail prices of different vehicles made widely available to the general public by S40(2), S38 and other similar motor vehicle dealers.
- 10.41 There is also evidence that a reduced purchase price on "demonstrator" cars has been made available to a small number of S40(2), S38 other customer. When considering the detail of all other similar instances provided by S40(2), S38 the deal offered to Mr Gilmore was unique in two ways
- 10.42 Firstly that the vehicle he wanted, which was in S40(2), S38 possession as a brand new car with delivery mileage, was converted into a demonstrator by S40(2), S38 after a sale and price had been agreed. There is no evidence that Mr Gilmore was aware of this element specifically though the family were aware from at least 5th February 2013 that the price quoted was "*based on taxing the car as a demo and then after three months transferring the car into your name*" as a result of an email sent by S40(2), S38 to S40(2), S38.
- 10.43 Secondly the subsequent period of "rental" with the cost of that rental being deducted from the purchase price and the level of flexibility offered in relation to concluding the deal is another element that makes Mr Gilmore's deal distinct from any other provided by S40(2), S38 for comparison.
- 10.44 When, and in what circumstances this element of the deal was brokered by Mr Gilmore is a point on contention.
- 10.45 Mr Gilmore maintains the rental was only agreed on 26th February when he says he realised the car he wanted had been pre-registered to S40(2), S38 and that

he could not therefore own it outright for three months. This to a degree is contradicted by the evidence of the email above but Mr Gilmore claims he had subsequently remonstrated with Mr S40(2), S38 about this over the phone and was told it would be sorted. No telephone records have been traced relating to this call. Mr S40(2), S38 maintains that Mr Gilmore knew all along the car was to be a demonstrator.

- 10.46 Mr Gilmore states the rental was instigated at his insistence as he believed he could not accept the use of a free car with insurance (on behalf of his son) because of his position.
- 10.47 He however also asserts that the cost of that rental was only subsequently deducted from the originally agreed purchase price as he had (on 26th February) been let down by S40(2), S38 in not being able to take up ownership as expected (and allegedly agreed by S40(2), S38) in time for his son's birthday S40(2), S38.
- 10.48 When examining the discussions that led to this agreed sale there are some discrepancies in accounts provided.
- 10.49 On 30th December 2013, at the meeting in S40(2), S38 with S40(2), S38 S40(2), S38, Mr Gilmore initially states he did not discuss the Volkswagen Golf for his son's birthday. This is consistent with his „recollection of events“ at paragraph 35 produced prior to his interview. When text communication between S40(2), S38 S40(2), S38 and Mr Gilmore are disclosed to him that clearly show they were in conversation about the car on the morning of the meeting Mr Gilmore says he can't remember this. S40(2), S38 states in interview the VW Golf was discussed.
- 10.50 On the evening of 4th February 2014, two phone calls took place between Mr Gilmore and S40(2), S38. The first lasted 52 seconds and a second lasted around fourteen minutes. Mr Gilmore states he did not recall the first call and that it could have been a message left for him or a call he had received whilst busy. In the following lengthier call he maintained they briefly discussed the car but it was a „short and sweet high level“ conversation. S40(2), S38 stated that he was at his showroom in S40(2), S38 with S40(2), S38 when the fourteen minute call took place and he handed the phone to S40(2), S38 to discuss the details.

- 10.51 The following morning [S40(2), S38] sent the email which confirms that discussions “with [S40(2), S38]” about the VW Golf took place and further articulates wheel options, the fact that the car would be taxed as a demonstrator, and some information about financing the purchase including the discount of over £[S43(2)].
- 10.52 By their own evidence this triggered a discussion between [S40(2), S38] and Mr Gilmore about their concerns over the demonstrator status, and the delay in transfer of ownership, with Mr Gilmore stating he reassured his [S40(2), S38] it will be sorted.
- 10.53 During the meeting on 15th February 2014 at the [S40(2), S38] Road Garage with [S40(2), S38] and [S40(2), S38] Mr Gilmore acknowledges discussing the purchase of the VW Golf at the end of this meeting in [S40(2), S38] boardroom, after his son had arrived at the garage. Mr Gilmore states he introduced his son to [S40(2), S38] and explained the car was for him.
- 10.54 The “rental agreement” effectively allowed [S40(2), S38] to use the vehicle without any additional cost to the agreed purchase price, exclusively as his own, with the benefit of insurance provided by [S40(2), S38] for what turned out to be almost 16 weeks.
- 10.55 The agreed „rental” was not in fact a true rental agreement and was put in place as Mr Gilmore was cognisant that it would be inappropriate for him or his son to drive a car registered to a private company other than on a commercial basis.
- 10.56 In interview Mr Gilmore states the work with [S40(2), S38] regarding West Yorkshire’s fleet and the purchase of the car for his son “were on separate train tracks in my mind”. When challenged by PSNI officers in interview about meeting privately with [S40(2), S38] and how the situation could be misinterpreted, he stated he was vigilant and had clear lines in his mind.
- 10.57 At the end of his last interview after denying any wrong doing Mr Gilmore states (Verbatim) “Yeah but we were always going to be going back to [S40(2), S38] for a car for [S40(2), S38]. The only reason [S40(2), S38] became in the review was cause I went and bumped into them at the Police World and Fire Games, do you know what I mean, so all the serendipity things have come together here, but to make such a huge leap of faith across those separate railway tracks is just to my mind unfathomable. I appreciate you’ve found stuff, footprints around me that are concerning. I fully appreciate and respect that those have to be

addressed. I hope you understand that I have been full, frank, open, and I have addressed every issue you have in your head and if there are other issues please don't let me leave this room without addressing them...."

- 10.58 No further work relating to the "big idea" was developed prior to Mr Gilmore's suspension in June 2014. It is however relevant to note that West Yorkshire Police have subsequently become the lead force for "Fleet" matters in a Northern Buying Consortium of over 20 forces who have signed up to joint procurement of police vehicles directly from Manufacturers. Mr Gilmore will point to this as a development of the "Big Idea" articulated by S40(2), S38 [REDACTED] though Steve Thompson similarly claims this is a natural progression of the work instigated following the Deloitte review.

11. KEY QUESTIONS CONSIDERED:

- 11.1 **Was Mark Gilmore on duty and acting as a police officer at or during the dealings with the S40(2), S38 [REDACTED] ?**

Mark Gilmore was on duty at the World Police and Fire Games in Belfast when he agreed to trial the prototype for S40(2), S38 [REDACTED] and at the same time asked if he would conduct a review of his fleet at West Yorkshire. This review took place in West Yorkshire on 4th December 2013 when Mark Gilmore met with S40(2), S38 [REDACTED] and S40(2), S38 [REDACTED] as Chief Constable of West Yorkshire Police introducing them to other members of his Chief Officer Team. On the 30th December 2013 Mark Gilmore met with S40(2), S38 [REDACTED] in S40(2), S38 [REDACTED] during his Christmas leave period and whilst at home in Northern Ireland. On the 15th February 2014, he again met with S40(2), S38 [REDACTED] on the S40(2), S38 [REDACTED] Road. On both occasions he discussed matters relating to the review that occurred in West Yorkshire on the 4th December 2013 and was acting in his capacity as Chief Constable. There is evidence that discussions about the purchase of the VW Golf also took place at these meetings. Despite this Mark Gilmore maintains that the two matters were kept separate in his mind. Consequently, as a result Mr Gilmore is deemed to be effectively „on duty“ and acting in his capacity as Chief Constable when negotiating the purchase of the VW

Golf. The full spectrum of the Professional Standards of Behaviour are therefore applicable for consideration.

11.2 Were the dealings with S40(2), S38 all open and transparent?

Not all dealings with S40(2), S38 could be classed as open and transparent. Interview evidence illustrates that Mark Gilmore met with S40(2), S38 and S40(2), S38 whilst at home in Northern Ireland. This was unknown to the majority of his colleagues. Numerous meetings also took place between Mr Gilmore and S40(2), S38 at S40(2), S38 home address and telephone exchanges were also had between the two. Whilst Mr Gilmore states he believed he was visiting an old friend it is now clear that S40(2), S38 was in fact noting these meetings as an intermediary between Mr Gilmore and S40(2), S38, from whom he was receiving financial remuneration. In order to explain the perceived clandestine nature of at least some of these interactions Mr Gilmore points to not wanting to get his staff concerned by revealing the content of his conversations about other models of delivery for the fleet.

11.3 Was the VW Golf deal being negotiated whilst on duty?

The evidence does suggest that Mark Gilmore was engaged in the negotiations for the purchase of the VW Golf via both face to face meetings and phone conversations whilst effectively „on duty“ as at 1 above.

11.4 Could the deal have been obtained by any member of the public or loyal customer?

Whilst a small number of deals provided by S40(2), S38 show that demonstrators have been sold at a reduced price with a delayed period before full ownership transfers to the customer, the timing of the transfer to demonstrator status of the specific car and the rental agreement including an extra month's extension to this agreement culminate to make the deal unique.

The rental agreement was not a true rental and was in fact a series of payments that were ultimately deducted from the agreed purchase price of the vehicle. Mr Gilmore asserts himself that he couldn't be seen to take the vehicle for nothing from §40(2), §38, understanding this would appear inappropriate. This is however, in effect, what actually happened, though the reason for why this ultimately happened is explained by Mr Gilmore as "service recovery" for a mistake made by §40(2), §38. Another loyal customer or member of the public in ordinary circumstances would not need to "rent" the vehicle. They could simply take the vehicle as a §40(2), §38 demonstrator for three months without any concerns as to how it would look and then pay for it outright at the appropriate time. There is no evidence to suggest the flexibility offered to the Gilmore's re further delaying the conclusion of the purchase has been provided to any other customer. Mark Gilmore maintains he received an assurance from §40(2), §38 that the initial deal offered was available to all his customers and he similarly maintains that the rental agreement was offered by §40(2), §38 as a means of "making up for a service failure". He states believes this offer was a legitimate commercial decision by §40(2), §38 which would be made by any dealer to any customer in similar circumstances.

11.5 Were the Gilmore's a loyal customer?

Mr Gilmore states he purchased his Golf from §40(2), §38 in 2008 and had it serviced by them regularly. He also explains his §40(2), §38 loyalty to the §40(2), §38. He points to the unique security concerns in Northern Ireland which necessitate dealing with known and trusted companies for personal matters. The Gilmores were certainly known customers.

11.6 Was there a material benefit?

Mr Gilmore did not pay the full retail price for the type of vehicle he specifically wanted. He maintains he paid an appropriate market rate offered to him by §40(2), §38. He similarly maintains that he did not attempt at any stage to negotiate that price down further. §40(2), §38 states in interview that he told §40(2), §38 that he didn't want to be embarrassed by

finding Mr Gilmore could buy the car cheaper elsewhere. There is evidence of similar levels of discounts on retail prices of different vehicles made widely available to the general public by S40(2), S38 and other similar motor vehicle dealers. A similarly reduced purchase price for a “demonstrator” car has been made available to a relatively small number of S40(2), S38 other customers. The period of “rental” with the cost of that rental being deducted from the purchase price makes Mr Gilmore’s deal unique. In and of itself however, the rental agreement does not provide a material benefit to Mr Gilmore over and above that provided to those other customers. They too purchased a “demonstrator”, used it for a period under the auspices of S40(2), S38, covered S40(2), S38 insurance at no additional cost, ultimately paying the originally agreed discounted price reflective of the particular vehicle’s demonstrator status. The only further benefit potentially derived by the Gilmore family over and above these other customers is the length of time the vehicle was made available to them under the auspices of S40(2), S38 and the additional period of insurance benefit enjoyed as a consequence. When S40(2), S38 eventually took ownership of the car and insured it under his own name the annual cost was £S40(2). The reason given by Mr Gilmore for extending the rental period was because “*due to everyday pressures of family life, work and travelling backwards and forwards to West Yorkshire*” his S40(2), S38 had not managed to get the final arrangements in place with S40(2), S38.

11.7 **Did the professional standing of Mark Gilmore play a role?**

All parties involved in the transaction were fully aware of Mark Gilmore’s professional status. He was at the material time personally engaged in a professional relationship with S40(2), S38. S40(2), S38 were seeking to use his position and status to benefit their commercial activities. The agreement to trial the Concept vehicle was of benefit to S40(2), S38 in setting up a new business.

11.8 In addition to these questions the investigation has examined the three issues cited by the Appropriate Authority in his Regulation 12 Police Conduct regulations 2012 “further” articulation dated 24/4/15.

- 11.8.1 *First, what is the proper characterisation of MG's invitation to S40(2), S38 to attend WYP to conduct a review and his conduct towards S40(2), S38 after the visit on 4th December 2013? Was this mere naiveté, misconduct or gross misconduct? Were his motives bona fide and directed exclusively towards improving WYP fleet management? Or was he allowing himself to become manipulated by S40(2), S38 for their own commercial purposes? Did he fail to keep the two aspects of the relationship with S40(2), S38 sufficiently separate? In this regard I note there is no evidence of anything untoward emerging from S40(2), S38 visit to WYP, other than-perhaps- S40(2), S38 getting its commercial foot in the door of a large metropolitan police force. However, nothing much seems to have come of that visit, nor of MG's attempts to interest his collaboration colleagues in a review of regional fleet.*
- 11.8.2 *Second, what is the proper characterisation of MG's involvement with the (or a) draft terms of reference for a review of WYP fleet management? Though an investigator might well conclude that MG was being manipulated by S40(2), S38 S40(2), S38 and S40(2), S38 and may have got himself in deeper than he would have wished, was MG's conduct in relation to the terms of reference proper or improper? Was it well intentioned or did it lack integrity? Or was it, again, naïve.*
- 11.8.3 *Third, was the sale of the VW Golf advantageous to MG? If not, that is probably the end of that allegation. If it was advantageous, was this something MG set out to achieve (even if only subtly) or was he the innocent beneficiary of S40(2), S38 seeking to keep him onside? (A weaker subset of this allegation concerns the fact that MG even engaged in a purchase with the very company that was plainly, as he knew or ought to have known, commercially courting his force, which might be thought to be discreditable conduct).*

12.0 CONCLUSION

- 12.1 Having gathered, examined and considered a substantial amount of material made available from the PSNI and others, including of course numerous responses, submissions and representations made by and on behalf of Mr Gilmore, and having considered the above questions and issues, I conclude the following;

In relation to the first conduct matter *“that since 2013 as Chief Constable of West Yorkshire Police the subject officer has been involved in an inappropriate relationship with senior executives/associates of the S40(2), S38 Motor Group (S40(2), S38) and has used this relationship to improperly promote this commercial company within West Yorkshire Police and its collaborative forces”*

- 12.2 On the balance of probabilities the evidence does not suggest that the relationship with S40(2), S38 was in and of itself inappropriate.
- 12.3 Whilst there was an element of commercial benefit to S40(2), S38 by the agreement of Mr Gilmore to trial the prototype vehicle and some further marginal potential benefit by their visit to West Yorkshire Police there was similarly benefit to West Yorkshire Police in gaining an industry standard view of their operation and suggestions for further efficiency improvements.
- 12.4 Whilst there is also evidence of S40(2), S38 using this relationship for the furtherance of their own commercial aims and to potentially generate other commercial opportunities this doesn't appear to contravene any legislative or procurement processes and therefore could not be categorised as inappropriate per se.
- 12.5 **I therefore conclude that in relation to this first conduct matter there is no case to answer.**
- 13.0 In relation to the second allegation *that the subject officer has used the relationship with S40(2), S38 in the capacity of Chief Constable of West Yorkshire Police to benefit personally via the purchase of a VW Golf for his son”* on the balance of probabilities the evidence suggests that;
- 13.1 Mr Gilmore, as Chief Constable of West Yorkshire, was directly and personally involved in a professional relationship with the S40(2), S38 Motor Group.
- 13.2 This was providing at least some commercial benefit to S40(2), S38 Motor group.
- 13.3 Elements of the relationship did not appear to be fully open and transparent.
- 13.4 At the very same time as he was engaging in this professional relationship Mr Gilmore was negotiating directly with the owner of that business for the private purchase of a motor vehicle. In doing so he purchased the vehicle at a discounted price and through a deal that appears unique, the exact terms of which would not likely be made available to other customers.

- 13.5 Despite recognising at least the potential for risk surrounding this deal he nevertheless followed it through to its conclusion.
- 13.6 There was not a clear separation between his professional dealings with S40(2). S38 [REDACTED] and his private purchase of a vehicle.
- 14.0 The Professional Standards of Behaviours in relation to Honesty and Integrity state;
Police Officers are honest and act with integrity.
- 14.1 The College of Policing Code of Ethics published in 2014 seek to give further guidance relating to standards and state in relation to Honesty and Integrity;
According to the Standard you must: Act with honesty and integrity at all times. Use your position, police identification or warrant card for policing purposes only, and not to gain a personal advantage that could give the impression you are abusing your position. An example of meeting this standard is given as “neither solicit nor accept the offer of any gift, gratuity or hospitality that could compromise your impartiality”
- 14.2 The Code of Ethics also state in relation to Honesty and Integrity; *The more senior in rank, grade or role you are, the greater the potential for harm as a consequence of any misuse of your position or any failure to meet the standards required by the Code of Ethics*
- 14.3 I consider that a reasonable panel, properly directed could find Mr Gilmore’s conduct amounts to a breach of the Professionals Standards of Honesty and Integrity. 14.4 The Professional Standards of Behaviour in relation to Discreditable Conduct state;
Police officers behave in a manner which does not discredit the police service or undermine public confidence in it, whether on or off duty. Given Mr Gilmore’s position as a Chief Constable and as a figurehead for the Police Service I consider that a reasonable panel, properly directed could find Mr Gilmore’s conduct amounts to a breach of the Professional Standard of Discreditable Conduct.
- 14.5 **I therefore conclude that in relation to the second conduct matter there is a case to answer.**
- 15.0 **If proven, I consider that the breaches are such that they may warrant the consideration of dismissal and therefore amount to Gross Misconduct**

Lead Investigating Officer:

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ACC Tim Jacques

Lancashire Constabulary

Date: 26th July 2016