

## **Terms of Reference**

### **REVIEW OF THE CIRCUMSTANCES AND IMPLICATIONS OF THE STEPPING ASIDE OF THE COMMISSIONER OF POLICE OF THE METROPOLIS**

#### **Appointment and scope of review**

1. Sir Thomas Winsor (the “Assessor”) is hereby appointed by the Secretary of State for the Home Department to:
  - (a) establish and assess the full facts, timeline of events and circumstances which resulted in the stepping aside of Dame Cressida Dick as Commissioner of Police of the Metropolis;
  - (b) establish and assess whether due process was followed under the Police Reform and Social Responsibility Act 2011 and other relevant rules of law and applicable conventions, having regard to their terms, purpose and spirit; and
  - (c) provide the Home Secretary with advice, options and recommendations on how accountability and due process in these respects may be strengthened.
2. The review applies to the existing legal regime in respect of the role, appointment and removal of the Commissioner. It does not extend to the powers of local policing bodies in respect of the appointment and dismissal of chief police officers outside London.
3. The review will consider the terms of service established between the Commissioner and the Mayor’s Office for Policing and Crime, and the interplay between those terms and the appointment to the office of Commissioner by Royal Warrant and the tenure of the Commissioner at Her Majesty’s pleasure.
4. The review will not assess the merits of the performance of the Commissioner or the Metropolitan Police. In respect of the Commissioner’s stepping aside, the review is concerned with process, not substance.

#### **Timing**

5. The review will begin on 1 April 2022 and be completed by 31 May 2022, with up to 20 payable days of work. Should more time be required, this period is

extendable by up to 10 payable days and to 30 June 2022 upon notice with the permission of the Home Secretary.

6. The Assessor will provide the Home Secretary with his report no later than 30 June 2022.

7. It is acknowledged that progress with the review is likely to be dependent on the co-operation of third parties, as to which see paragraph 12 below.

### **Status, co-operation and other terms**

8. The Assessor is appointed by the Home Secretary under the Royal prerogative to a non-statutory office for the period of the review. Annex A, paragraph 2 deals further with his status.

9. The review is independent of all affected parties and persons.

10. The senior Home Office sponsor for the review is the Policing Director.

11. The review should proceed with all due despatch in the obtaining of evidence and its engagement with principal participants and interested parties in policing.

12. In giving and publishing these terms of reference, the Home Secretary requests and expects the full and timely co-operation of:

- (a) the Commissioner, the Deputy Commissioner and their officers and staff;
- (b) the Mayor of London, the Deputy Mayor and the staff of the Mayor's Office for Policing and Crime; and

such other persons as the Assessor may ask for information, documents, material or assistance.

13. Annex A concerns other matters in respect of the appointment, forms part of this instrument of appointment, and has effect.

### **Confidentiality**

14. The Assessor's report will be confidential to the Home Secretary, and may be published by her to the extent, upon conditions and at such time (if any) as she determines.

I..... hereby agree to the above terms.

Signed .....

Dated .....

..... on behalf of the Home Office.

Signed .....

Dated .....

## **Annex A: Terms of Appointment**

### **Resources**

1. To assist and support him in the review, the Assessor will be provided with such resources as he reasonably requires. These will include but are not limited to:
  - (a) the services of a senior staff officer provided by HM Inspectorate of Constabulary and Fire and Rescue Services;
  - (b) the services of his choice of junior counsel on the Attorney-General's panel; and
  - (c) the assistance and co-operation of Home Office officials.

### **Employment, remuneration and expenses**

2. In carrying out the review, the Assessor is not and will not become an employee of the Home Office or any other part of the state, and nothing in these terms of appointment may be construed as, or taken to create, a contract of employment, a contract of service or a contract for services.
3. The Assessor will be remunerated at the rate of £900 per day, payable in arrears. All of the Assessor's remuneration is taxable and subject to deduction of income tax and Earnings Related National Insurance (ERNIC) at source under the PAYE scheme. The Assessor is advised to consult HMRC about personal tax affairs and any queries relating to the tax treatment of office holders should be directed to HMRC's Public Department 1 Compliance & Liaison Section.
4. If VAT is chargeable (which it is believed it is not), it is acknowledged that the remuneration and compensation provided for here is net of VAT, and in those unexpected circumstances the Assessor will raise an appropriate VAT invoice for payment by the Home Office.
5. The Home Office will promptly reimburse the Assessor for all reasonable expenses (including travel, subsistence and other expenses) properly incurred in the fulfilment of official duties, in line with Home Office policies.
6. When making expenses claims, the Assessor must have regard to the general conduct and accountability expectations of a public office holder. The Assessor should refer to the Home Office Police Workforce and

Professionalism Unit for further guidance on whether expenses are reasonable.

7. Income tax is payable on the amounts of expenses of travelling between the Assessor's normal location and any other place in which he carries out his duties. Any subsistence allowances or payments for meals or accommodation are also taxable where these relate to the cost of staying at a place where official duties are performed other than the Assessor's normal location.

### **Pension**

8. The appointment is not pensionable. If the Assessor is in receipt of a pension (as defined in section 1 of the Pensions Schemes Act 1993 as a public appointee), the payments provided for in this document or the pension may need to be abated to comply with the Government's policy on abatement.

### **Disclosure**

9. The remuneration provided for in this document is subject to disclosure in the Home Office's resource accounts under HM Treasury Resource Accounting Manual rules. The Assessor consents to this disclosure.

### **Holidays**

10. There is no entitlement to holidays.

### **Location**

11. The Assessor's normal location is his home address. If his home address changes, the Assessor must inform the Home Office.

### **Performance and conduct**

12. This appointment is subject to the Nolan Seven Principles of Public Life (see Annex B).
13. The Assessor is expected to adhere to the highest personal and professional standards, and he should comply with the principles in the Cabinet Office Code of Conduct for Board Members of Public Bodies June 2019.

14. The Assessor is expected to co-operate with any process established by the Home Office to investigate and determine any complaint made in respect of his conduct in the non-statutory office to which he is appointed, including attending meetings, providing material, co-operating with any investigation and responding in a timely manner to correspondence in each case as may be reasonably required. The complaint process must afford the Assessor protections as to procedural fairness no lower than those which apply in and to a misconduct hearing in the case of a chief constable.
15. The Assessor must declare any personal or business interests which may, or may be perceived by a reasonable member of the public to, influence his judgment in performing his duties. Conflicts of interest may arise from financial interests and more broadly from official dealings with or decisions in respect of individuals who share his private interests.
16. All information on potential conflicts of interest will be held by Home Office HR and could be disclosed to the public under the Freedom of Information Act 2000. The Assessor consents to this disclosure.

### **Gifts and hospitality**

17. The Assessor is expected to ensure that any acceptance of gifts and hospitality can stand up to public scrutiny. Gifts should be declined wherever possible, and any offers should be reported to the Policing Director at the Home Office.
18. Where it would be ungracious or otherwise not to accept, the Assessor should inform the Home Office of the gift, its estimated value and the donor, and ensure that a record is placed in the Home Office's hospitality register. Care must be taken to ensure that no extravagance is involving with working lunches and other social occasions held in relation to the duties provided for in this document.

### **Confidentiality / use of official information**

19. In his use of official information acquired in the course of his appointment, the Assessor is required to exercise the same care required of an official employed in the civil service. The Assessor is subject to section 1(1) of the Official Secrets Act 1989.
20. Unauthorised disclosure of information gained in the course of the appointment, or its use by the Assessor for personal gain or advancement,

could result in the appointment being terminated with immediate effect and/or criminal prosecution.

21. Paragraphs 19 and 20 apply both during the term of the appointment and after it has ended.

### **Liability and indemnity**

22. In respect of and in connection with any claim (including legal proceedings) contemplated, threatened or commenced, made or brought against the Assessor by any person in connection with the review, the Home Secretary will meet, and will indemnify the Assessor against, any civil liability of the Assessor and all costs.
23. The indemnity applies to the extent that the Assessor acted diligently, honestly and in good faith, and did not act recklessly, in relation to the matter in respect of which the claim was made.
24. The indemnity includes legal costs incurred in connection with resisting or defending any such claim, including any costs ordered or agreed to be paid by the Assessor if the claim is successful, compromised or settled.
25. The indemnity is an enduring one and survives the conclusion or termination of the appointment.

### **Termination**

26. The Home Secretary may at any time terminate the appointment of the Assessor upon one month's notice to him, with her reasons.
27. The Home Secretary may also at any time terminate the Assessor's appointment with immediate effect if she is satisfied that:
  - (a) he has failed without reasonable excuse to discharge his duties for a continuous period of four weeks;
  - (b) he has been convicted of a criminal offence;
  - (c) he has been made the subject of a bankruptcy order, his estate has been sequestrated, or he has made a composition or arrangement with, or granted a trust deed for, his creditors;

- (d) he has failed to comply with these terms of appointment; or
  - (e) he is otherwise unable or unfit to carry out his functions.
28. The Assessor may at any time resign the appointment upon one month's written notice to the Home Secretary, with his reasons. In such a case, the Home Secretary may elect to terminate the appointment earlier.

### **Acceptance**

29. By accepting this appointment, the Assessor accepts these terms of appointment, and countersigns them as confirmation.