

The Met Police said...

'With regards to this matter it would appear that there is a prima facie case of bribery under Sec 1 and 2 to be answered.

Effectively it would appear that a financial advantage is being offered to another to perform an improper function to the benefit of the person offering the financial inducement in order to gain some advantage for himself or his company.

The improper performance is a breach of an expectation of "good faith", "impartiality" or "trust" and the test would be what would a reasonable person expect in relation to the performance of this type of function or activity?

For this to be above board the payments would have to be fully disclosed and documented as part of any billing to a client i.e. a full honest and open declaration of all financial transactions for disclosure to both client and HMRC, which was open to review. It would also need to show that the payment resulted in no impartiality on behalf of the receiver towards the provider and that trust and good faith were maintained throughout.

In this particular case the suggestion is that the transactions are hidden and neither the provider of the financial inducement or the receiver is declaring it, which leaves us with these relatively simple questions:

- *Why was the payment asked for?*
- *Where is the payment recorded?*
- *Why is it not recorded?*
- *Is there a reasonable an honest reason why it wasn't recorded?*
- *Why if it is an open and honest business transaction would there be a need to conceal it?*
- *Did the receipt of the payment result in improper performance?*

It appears here that the acceptance of the financial inducement removes the impartiality element of the person receiving the payment in favour of the person giving it and there is a loss of trust as a consequence, this effectively gives us improper performance Sec 4'.

[End of Met Police comments]