

IN THE CROWN COURT AT SOUTHWARK

THE KING

- v -

ROBERT VENABLES

AGREED FACTS

(I) Jury Bundle

1. All the documents in the jury bundle (on the iPads) are admitted into evidence and are correctly described in the index.
2. The diagrams and schedules accurately reflect the underlying evidence.
3. The dates on the index are all correct.
4. The glossary accurately defines the terms set out therein.

(II) The Settlements Code, in relation to the income of the RVQC Partnership

5. An officer of HMRC has calculated that if the Settlements Code is applied to the arrangements which the Defendant put in place in such a way that the entire income of the partnership was deemed to be the Defendant's for income tax purposes, then during the period of the indictment the Defendant's tax returns under-declared the amount of income on which he was liable to pay income tax by the following amounts and resulted in total tax under-declared on Count 1 of £1,535,335 (all figures to the nearest £1), of which (and

included within this figure) total tax underpaid relating to the service providers (Count 2) is £446,276. This calculation does not make any deduction for amounts of tax paid by the service providers.

Tax year	Share of partnership profits declared by RV	Total net partnership profits	Under-declaration of RV's income	Total tax under-declared
2014-15	£168,950	£1,083,340	£914,390	£240,389
2015-16	£75,000	£1,458,901	£1,383,901	£400,135
2016-17	£65,825	£348,910	£283,084	£107,374
2017-18	£70,000	£895,824	£825,824	£243,828
2018-19	£70,000	£615,990	£545,990	£173,428
2019-20	£75,000	£656,711	£581,711	£185,465
2020-21	£70,000	£646,704	£576,704	£184,715
TOTAL	£594,775	£5,706,380	£5,111,604	£1,535,335

(III) Citadel Ltd (Count 3)

6. Citadel Ltd's accounts for the year ending 31st March 2019 showed profits of £1,502,661, on which Citadel Ltd paid corporation tax of £266,506. If those profits had been included in the Defendant's tax return for the financial year 2019/20, he would have been liable to pay tax of £631,197.45 upon them (which is £364,691.45 more than the corporation tax paid by Citadel Ltd).

(IV) The RVQC Partnership

(a) RV's powers as senior partner

7. RV was the 'senior partner' in the Partnership, in which capacity he had various powers.

Power to remove partners

8. Clause 9 of the Partnership Deed of 24/3/2010 [8.3 p11] provided that

The Senior Partner may at any time give notice to any other partner that he or it shall cease to be a partner; whereupon he or it shall immediately cease to be a partner.

Power to admit partners

9. By clause 8 of the Partnership Deed 9/4/ [8.4 p10], RV had the power to admit partners to the partnership in the following terms:

The Senior Partner may admit any of the following to membership of the Partnership by agreement with them and may determine the amount of capital to be contributed by the incoming partner and its share of profits PROVIDED THAT the only person whose share of profits may be thereby reduced is either the Senior Partner or a trust in which under which he is entitled for an interest in possession to the interest of the trust in the Partnership:

any trust of which the Senior Partner is a Settlor

any trust of which Gary Bernard Morris of [REDACTED] is a settlor

any body corporate the share capital in which is, at the time of such admission, owned beneficially by the said Gary Bernard Morris.

Powers to transfer profit shares

Clause 7 of the Partnership Deed 8/1/2013 [8.5 p13-15] allocated the income profits of the period of account ending 9 April 2014 and all subsequent periods of account up to 9 April 2020 and by clause 7(i) conferred [8.5 p15] [NOTWITHSTANDING THE ABOVE, the whole or any part of the profit share arising during the whole or any part of parts of an accounting period which is referable to any partner which is a trustee of a trust in which the Senior Partner has an interest in possession during the whole or part or parts (as may be) of such period may be transferred by the Senior Partner to any such trust or to himself and the whole or any part of the profit share arising during the whole or any part or parts of an accounting period referable to the Senior Partner may be transferred by him to such a trust.

10. In the Partnership Deed dated 25/7/2014 [8.8 p13] this was amended to read:

(l) NOTWITHSTANDING THE ABOVE, the whole or any part of the profit share arising during the whole or any part or parts of an accounting period which is referable to any partner which is the trustee of a trust in which the Senior Partner has an interest in possession during the whole or part or parts (as may be) of such period may be transferred by the Senior Partner to any other such trust or to himself and the whole or any part of the profit share arising during the whole or any part or parts of an accounting period referable to the Senior Partner may be transferred by him to such a trust.

11. Clause 6 of the Partnership Deed dated 22/3/2016 [8.11 p.11 and p.14] extended the same provision to each subsequent accounting period up to and including the accounting period ending 9 April 2030.

(b) Changes to the membership of the RVQC Partnership

12. A large number of supplemental partnership deeds were entered into following the execution of the 1999 Deed. By these Deeds, the membership of the Partnership was greatly expanded. This is illustrated in the table below.

Partnership Deed	Date	Reference	No. of partners named on deed
1999 Deed	14 April 1999	8.1	3
Partnership Deed No 2 of April 2000	7 April 2000		3
Partnership Deed (No 3) of October 2000	31 October 2000	8.2	4
Partnership Deed (No 4) of January 2003	27 January 2003		20
Partnership Deed (No 5) of March 27 th 2003	27 March 2003		21
Partnership Deed (No 6) of October 2003	8 October 2003		23
Partnership Deed (No 7) of April 2004	21 April 2004		24
Partnership Deed (No 8) of June 2004	30 June 2004		24
Partnership Deed (No 8) of March 2005	30 March 2005		24
Partnership Deed (No 9) of March 2006	23 March 2006		28
Partnership Deed of September 2006	15 September 2006		28
Partnership Deed of March 2007	26 March 2007		30
Partnership Deed of April 2008	4 April 2008		37
Partnership Deed of March 2009	30 March 2009		39
Partnership Deed of March 2009 ¹	24 March 2010	8.3	33
Partnership Deed of April 2011	9 April 2011	8.4	30
Partnership Deed of June 2011	28 June 2011		29
Partnership Deed No 1 of March 2012	6 March 2012		38
Partnership Deed of January 2013	8 January 2013	8.5	64
Partnership Deed of April 2013	4 April 2013	8.6	61
Partnership Deed of July 2013	8 July 2013		51

¹ There is a mistake in the heading of this deed, which was in fact executed on 24 March 2010.

Partnership Deed	Date	Reference	No. of partners named on deed
Partnership Deed of December 2013	20 December 2013		52
Partnership Deed of March 2014	18 March 2014		52
Partnership Deed of July 2014	25 July 2014	8.8	60
Partnership Deed of February 2014 ²	18 February 2015	8.9	49
Partnership Deed of April 10 th 2015	10 April 2015	8.10	46
Partnership Deed (2016 No 1) of March 2016	22 March 2016	8.11	72
Partnership Deed (2017) of February 2017	24 February 2017	8.12	74
Partnership Deed (2017 No 2) of March 2017	10 March 2017		63
Partnership Deed (2018 No 1) of April 2018	9 April 2018	8.13	69
Partnership Deed (2018 No 2) of October 2018	1 October 2018		58
Partnership Deed (2020) of March 2020	Undated		65
Partnership Deed (2020) of April 2020	11 April 2020	8.14	59
Partnership Deed (2020 No 3) of October 2020	Undated		57

13. In the indictment period, the only partners in the Partnership were:

- (1) RV in a personal capacity.
- (2) RV in his capacity as trustee of a large number of bare trusts.
- (3) Breamgale in its capacity as trustee of a large number of IIP trusts.
- (4) Breamgale in its own capacity (between 6 April 2014 and 9 April 2014 only).

(c) Allocation of the profits of the RVQC Partnership

Payments of or on account of a profit share

14. Clause 3 of the Partnership Deed dated 25/7/2014 provided as follows:

3. Where a partner is a bare trustee for an individual, payments of or on account of the profit share of the trust shall, unless the Senior Partner otherwise directs, be made to the beneficiary of the trust, the payment to which beneficiary shall be a

² There is a mistake in the heading of this deed, which was in fact executed on 18 February 2015.

good receipt to the Partnership PROVIDED THAT nothing in this deed (or any other partnership deed) shall make the beneficiary a Partner of the Partnership.

15. Clause 4 of the Partnership Deed dated 25/7/2014 provided as follows:

4. Where a partner is the trustee of a trust under which an individual is entitled for an interest in possession to the trust's interest in the Partnership, payments of or on account of the profit share of the trust shall, unless the Senior Partner otherwise directs, be made to that beneficiary, the payment to which beneficiary shall be a good receipt to the Partnership PROVIDED THAT nothing in this deed (or any other partnership deed) shall make the beneficiary a Partner of the Partnership.

How the profits of the period of account were calculated

16. In a letter to Levent Karaoglan (HMRC) dated 9 July 2021, Michael Venables stated:

You should understand that for each accounting period of the partnership (ending on April 9th, in each year), my brother would ascertain the profits of the partnership as shown by the accounts kept in electronic format by a freelance bookkeeper whose services are retained for the purpose. (This would also involve his making some end of year adjustments to ensure as far as possible that profits were calculated on an earnings basis and not on a cash basis.) He would then produce a spreadsheet in which profits were allocated to each of the partners according to the partnership deed (in its state of amendment at the relevant time). He has confirmed to me that he would be happy to provide you with print-outs of these.

Changes to the profit-sharing arrangements

Profits allocated during the indictment period

17. The Partnership submitted partnership tax returns in each tax year during the indictment period. The figures are accurately recorded in the laminated sheet [5.1]. All the partnership tax returns were signed by RV as the 'nominated' partner.

(V) The Residuary Partner Trusts

(a) Creation of the Residuary Partner Trusts

18. The Residuary Partner Trusts (**RPTs**) relevant to the indictment period are shown in the table below. In each case, the trust was an IIP trust settled by RV, of which Breamgale was the sole trustee. The relevant partnership and trusts deeds show the following:

Trust	Date of Settlement	Initial Settled Property	Date trustee admitted to Partnership	Capital to be contributed upon admission	Date trustee removed from Partnership
St Augustine's	9 Apr 2011	£100	10 Apr 2011	£10	5 Apr 2014
St Roger's	6 Mar 2012	£100	10 Apr 2012	£50	5 Apr 2015
St Roch's	6 Mar 2012	£100	10 Apr 2012	£50	5 Apr 2016
St Julius's	2 Jan 2013	£50	8 Jan 2013	£50	5 Apr 2017
St Augustus's	2 Jan 2013	£50	8 Jan 2013	£50	5 Apr 2018
St Tiberius's	2 Jan 2013	£50	8 Jan 2013	£50	5 Apr 2019
St Claudius's	2 Jan 2013	£50	8 Jan 2013	£50	5 Apr 2020
St Titus's	2 Jan 2013	£50	8 Jan 2013	£50	-
St Guy's	21 Mar 2016	£50	10 Apr 2016	£50	-

19. Each trust was the RPT for the accounting period ending 9 April in the tax year in which its allocation of profits appears shaded dark blue on the laminated sheet.

(b) Entitlement of the Beneficiaries of the RPTs

20. The Deeds of Appointment for the following RPTs changed the beneficiaries as from 23:59:59 on the dates indicated in column 2, from those in column 3 to those in column 4.

Trust	Date	Column 3	Column 4
St Augustine	23:59:59 on 5 April 2013	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for Gary Bernard Morris absolutely if he shall survive the [RV] 3. Subject thereto, upon trust for Merton College, Oxford absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2014 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2014 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely.
St Roger	23:59:59 on 5 April 2014	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for The Temple Music Foundation, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2015 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2015 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St

Trust	Date	Column 3	Column 4
			Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Roch	23:59:59 on 5 April 2015	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for The Temple Music Foundation, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2016 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2016 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Julius	23:59:59 on 5 April 2016	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV]. 2. Subject thereto, upon trust for Gary Bernard Morris during his life. 3. Subject thereto upon trust for Merton College, Oxford, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2017 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2017 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Augustus	23:59:59 on 5 April 2017	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for Gary Bernard Morris during his life 3. Subject thereto upon trust for The Temple Music Foundation, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2019 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2019 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Tiberius	23:59:59 on 5 April 2018	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for Gary Bernard Morris during his life. 3. Subject thereto upon trust for The London School of Economics, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2019 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2019 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Claudius	23:59:59 on 5 April 2019	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for Gary Bernard Morris during his life 3. Subject thereto upon trust for St Edmund Hall, Oxford, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2020 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2020 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely

Trust	Date	Column 3	Column 4
St Titus	23:59:59 on 5 April 2020	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] 2. Subject thereto, upon trust for Gary Bernard Morris during his life 3. Subject thereto upon trust for the University of Oxford, an English registered English charity, absolutely. 	<ol style="list-style-type: none"> 4. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2021 Period to Merton College Oxford (a registered English charity) 5. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2021 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Guy	23:59:59 on 5 April 2021	<ol style="list-style-type: none"> 1. Upon Trust to pay the income to the [RV] during the life of the [RV] or until 23:59 April 5th 2021 whichever is the shorter period. 2. Subject thereto, upon trust to pay the income to Gary Bernard Morris his life or until 23:59 April 5th 2021, whichever is the shorter period. 3. Subject thereto, upon trust to pay the income to the Default Beneficiary [Merton College Oxford]. 4. Subject thereto upon trust for the Default Beneficiary [Merton College Oxford] absolutely if there shall be alive on April 5th 2022 ("the Vesting Date") any descendant of Mildred Daisy Robson Venables the mother of the Settlor. 	-

21. The result was that:

- (1) RV was entitled to income arising to the trustee of every RPT until 23:59:59 on 5 April in the accounting period in which the trustee of the RPT was Residuary Partner.
- (2) At 23:59:59 on 5 April in the year in which the trustee of each RPT was Residuary Partner, RV's entitlement to income ceased. Merton College, Oxford, became entitled to income in his place.
- (3) As a result, RV was never entitled to income arising to the trustee of any RPT (i) between 6 April and 9 April in the accounting period in which the trustee of that RPT was Residuary Partner; or (ii) thereafter.

(VI) GBM Partner Trusts (GBM Trusts)

(a) Creation of the Residuary Partner Trusts

22. The GBM Partner Trusts (**GBM Trusts**) relevant to the indictment period are shown in the table below. In each case, the trust was an IIP trust settled by RV, of which Breamgale was the sole trustee. The relevant partnership and trusts deeds show the following:

Trust	Date of Settlement	Initial Settled Property	Date trustee admitted to Partnership	Capital to be contributed upon admission	Date trustee removed from Partnership
St Dominic's	20 Jan 2009	- ³	10 Apr 2009	£10	5 Apr 2014
St Simon's	22 Jun 2001	£50	8 Oct 2003	£1,000	5 Apr 2015
St Claire's	19 Mar 2010	£100	10 Apr 2010	£10	5 Apr 2016
St Olaf's	6 Mar 2012	£100	10 Apr 2012	£50	5 Apr 2017
St Mathias's	6 Mar 2012	£100	10 Apr 2012	£50	5 Apr 2018
St Christina's	3 Apr 2008	£100	10 Apr 2008	£10	5 Apr 2019
St Declan's	6 Mar 2012	£100	10 Apr 2012	£50	5 Apr 2020
St Joan's	3 Apr 2008	£100	10 Apr 2008	£10	-
St Anne's	21 Mar 2016	£50	10 Apr 2016	£50	-

23. Each trust was the GBM Trust for the accounting period ending 9 April in the tax year in which its allocation of profits was more substantial (as shown on the laminated sheet).

(b) Entitlement of the Beneficiaries of the GBM Trusts

24. The Deeds of Appointment for the following GBM Trusts changed the beneficiaries as from 23:59:59 on the dates indicated in column 2, from those in column 3 to those in column 4.

Trust	Date	Column 3	Column 4
St Dominic's	5 April 2013	- ⁴	<p>1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2014 Period to Merton College Oxford (a registered English charity)</p> <p>2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2014 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely.</p>
St Simon's	5 April 2014	4. [...] GBM [Mr Morris] shall be entitled for an interest in possession in the Trust Fund and shall become absolutely entitled to the Trust Fund if he shall survive the Settlor for six months.	<p>1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2015 Period to Merton College Oxford (a registered English charity)</p> <p>2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton</p>

³ Not known

⁴ Not known

Trust	Date	Column 3	Column 4
			College Oxford if the Settlor shall be alive on April 6th 2015 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Claire's	5 April 2015	(1) Upon Trust to pay the income to Gary Bernard Morris of [redacted] during his life (2) Subject thereto, upon trust for Gary Bernard Morris absolutely if he shall survive Robert Venables Q.C. (3) Subject thereto, upon trust for The Yves Guihannec Foundation a charity of which the registered office is at [redacted] Gardens, aforesaid, absolutely	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2016 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2016 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Olaf's	5 April 2016	1. Upon Trust to pay the income to the Principal Beneficiary [Mr Morris] during the life of the Principal Beneficiary [Mr Morris]. 2. Subject thereto, upon trust for The Principal Fellows and Scholars of St Edmund Hall, in the University of Oxford, a registered English Charity, absolutely.	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2017 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2017 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Mathias's	5 April 2017	1. Upon Trust to pay the income to the Principal Beneficiary [Mr Morris] during the life of the Principal Beneficiary [Mr Morris]. 2. Subject thereto, upon trust for The Principal Fellows and Scholars of St Edmund Hall, in the University of Oxford, a registered English Charity, absolutely.	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2019 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2019 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Christina's	5 April 2018	2. [...] GBM shall be entitled for an interest in possession in the Trust Fund and shall become absolutely entitled to the Trust Fund if he shall survive the Settlor for six months; and that, subject thereto, the Trust Fund and the income therefor shall be held on trust for The Yves Guihannec Foundation absolutely.	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2019 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2019 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Declan's	5 April 2019	[...] the Trust Fund shall as from Midnight on April 5th / 6th 2013 be held upon the trusts and with and subject to the provisions of the Deed of Settlement but as varied in the following manner, namely (a) as if there were substituted for the designation of "the Principal Beneficiary" "Gary Bernard Morris"	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2020 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2020 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income

Trust	Date	Column 3	Column 4
		[...]	thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Joan's	5 April 2020	[...] the Trust Fund shall as from Midnight on April 5 th / 6 th 2013 be held upon the trusts and with and subject to the provisions of the Deed of Settlement but as varied in the following manner, namely (a) as if there were substituted for the designation of the Principal Beneficiary "Gary Bernard Morris" [...]	1. The Trustees shall hold the Trust Fund Upon Trust to pay the income thereof arising until April 5th 2021 Period to Merton College Oxford (a registered English charity) 2. Subject thereto the Trustee shall hold the Trust Fund and the income thereof of trust for Merton College Oxford if the Settlor shall be alive on April 6th 2021 and if the Settlor shall not be so alive the Trustee shall hold the Trust Fund and the income thereof of trust for the College of St Edmund Hall in the University of Oxford (a registered English charity) absolutely
St Anne's	5 April 2021	1. Upon Trust to pay the income to the Principal Beneficiary [Mr Morris] during the life of the Principal Beneficiary [Mr Morris] or until 23:59 on April 5th 2021, whichever is the shorter period. 2. Subject thereto, upon trust to pay the income to the Default Beneficiary [The Temple Music Foundation]. 3. Subject thereto upon trust for the Default Beneficiary [The Temple Music Foundation] absolutely if there shall be alive on April 5th 2022 ("the Vesting Date") any descendant of Mildred Daisy Robson Venables the mother of the Settlor	[...] (2) Subject thereto, upon trust to pay the income to the Default Beneficiary [The Temple Music Foundation] until the end of April 4 th 2022. (3) Subject thereto upon trust for the Default Beneficiary [The Temple Music Foundation] absolutely if there shall be alive on April 5th 2022 ("the Vesting Date") any descendant of Mildred Daisy Robson Venables the mother of the Settlor (4) Subject thereto on trust for the Yves Guihannec Foundation absolutely.

25. The result was that:

- (1) Mr Morris was entitled to income arising to the trustee of every GBM Trust until 23:59:59 on 5 April in the accounting period in which the trustee of the GBM Trust was the GBM Partner.
- (2) At 23:59:59 on 5 April in the year in which the trustee of each GBM Trust was the GBM Partner, Mr Morris's entitlement to income ceased. Merton College, Oxford, (or, in the case of the St Anne's Trust, the Temple Music Foundation) became entitled to income in his place.
- (3) As a result, Mr Morris was never entitled to income arising to the trustee of any GBM Trust (i) between 6 April and 9 April in the accounting period in which the trustee of that GBM Trust was the GBM Partner; or (ii) thereafter.

(VII) Companies of which RV was "a person with significant control" within the meaning of The Companies Act 2006 Part 21A (as added in 2015)

(a) Breamgale Ltd

26. Breamgale Ltd (**Breamgale**) was incorporated on 13 December 1983. Its registered office address is Studley Priory, Horton-Cum-Studley, Oxford, OX33 1AY (██████████), also below, **Studley Priory**). The records at Companies House state that Breamgale’s business is “*other business support service activities not elsewhere classified*”.

27. During the indictment period:

- (1) Breamgale’s directors were Michael Venables (appointed 30 September 2010, still in post) and Grosvenor Trustees Ltd (appointed before 18 December 1991, resigned 26 January 2022).
- (2) Breamgale’s secretaries were Mr Morris (appointed 30 June 1995, resigned 25 October 2021) and Mr Murray (appointed 7 June 2004, resigned 23 September 2021). Since Mr Morris’s resignation, Breamgale has not had a secretary.

(b) Grosvenor Trustees Ltd

28. Grosvenor Trustees Ltd (**GTL**) was incorporated on 13 December 1983. Its registered office address is Studley Priory. The records at Companies House state that GTL’s business is “*other business support service activities not elsewhere classified*”.

29. During the indictment period:

- (1) GTL’s director was Michael Venables (appointed 5 February 2003, still in post).
- (2) GTL’s secretaries were Mr Morris (appointed 17 November 1995, resigned 24 October 2021) and Mr Murray (appointed 7 June 2004, resigned 23 September 2021). Since Mr Morris’ resignation, GTL has not had a secretary.

(c) Kinderton Trustees Ltd

30. Kinderton Trustees Ltd (**KTL**) was incorporated on 2 February 2000. Its registered office address is Studley Priory. The records at Companies House state that KTL’s business is “*other business support service activities not elsewhere classified*”.

31. During the indictment period:

- (1) KTL's directors were Breamgale (appointed 17 February 2000, resigned 13 October 2014) and Michael Venables (appointed 5 February 2003, still in post).
- (2) KTL's secretaries were Mr Morris (appointed 12 February 2002, resigned 25 October 2021) and Mr Murray (appointed 7 June 2004, resigned 23 September 2021). Since Mr Morris' resignation, KTL has not had a secretary.
- (3) The only person with significant control of KTL was RV, by reason of "*ownership of shares – 75% or more with control over the trustees of a trust*".

(d) Key Haven Publications Ltd

32. Key Haven Publications Ltd (**Key Haven**) was incorporated on 27 March 1984. Its registered office address is Studley Priory. The records at Companies House state that Key Haven's business is "*book publishing*".

- (1) Key Haven's directors were Breamgale (appointed 7 January 1994, resigned 27 May 2020), GTL (appointed before 18 December 1991, resigned 27 May 2020) and Michael Venables (appointed 19 August 2002, still in post).
- (2) Key Haven's secretaries were Mr Morris (appointed 17 November 1995, resigned 25 October 2021), Mr Murray (appointed 7 June 2004, resigned 23 September 2021), and Ms West (appointed 29 April 2010, resigned 10 June 2021). Since Mr Morris' resignation, Key Haven has not had a secretary.

(VIII) Citadel

(a) The incorporation of Citadel

33. Citadel Ltd (**Citadel**) was incorporated on 8 February 2018.

34. During the indictment period:

- (1) Citadel's sole director was Michael Venables (appointed 8 February 2018).
- (2) Citadel's secretary was initially Mr Murray (appointed 8 February 2018, resigned 16 August 2019). After Mr Murray's resignation, Manpreet Venables was appointed as

Citadel's secretary (appointed 16 August 2019, resigned 23 July 2021). A Company Secretary is not a director and has no powers in respect of the company. A Company Secretary may only act at the direction of the director(s).

- (3) The persons recorded at Companies House as being persons with significant control within the meaning of The Companies Act 2006 Part 21A (as added in 2015) were RV, Michael Venables and Breamgale.

(b) Change in ownership of Citadel

35. Upon incorporation, RV undertook to subscribe for one share in the company.
36. RV, on 13 February 2018, transferred his single subscriber share in Citadel to Breamgale, in its capacity as trustee of the 10 Honey Trusts.
37. By clause 1 of each of the 10 Honey Trusts the beneficiaries were RV, Kinderton Trustees Limited, and any person who RV or Kinderton Trustees Limited (with the consent of RV) should nominate.
38. By clause 3 of each of the deeds, a trust of accumulation of income was directed until the Perpetuity Day, subject to a power reposed in the trustees for a limited period after it had arisen to deal with it for the benefit of one or more beneficiaries. The trustees were also given power to deal with capital of the trust for the benefit of any one or more of the beneficiaries. There was a long-stop gift of capital and income to Robert Venables.

(c) Citadel's banking arrangements

39. As a new company, Citadel Ltd had not been able to obtain a bank account and instead made use of an account in the name of Breamgale Ltd (no. [REDACTED]). RV was the sole signatory of that account.

(d) Licensing of RV's work products

40. During the course of 2018 to end March 2019:
 - (1) Citadel instructed RV (on behalf of the RVQC Partnership) to provide it with a number of his work products ("Solutions"), consisting of an opinion and various settled drafts. It was part of the terms on which RV accepted the instructions that he

conferred on Citadel a licence concerning his intellectual property in the Solutions, which is sometimes referred to as “a head licence”.

- (2) While the precise terms of each head licence may have varied, in general Citadel was authorised to grant a personal and non-transferable sub-licence for the use of the Solution to third parties who were Citadel’s clients, for the purpose either of the implementation of the Solution by the third-party, or the sub-sub-licensing of the Solution to the clients of the third party.
- (3) In return for his advice (including the head licence), Citadel paid RV a professional fee, of £100 plus VAT. Citadel’s income statement for the year ended 31 March 2019 shows that it incurred “*professional fees*” totalling £2,100. These comprised 15 payments to RV of £100 + VAT, and three payments to RV of £200 + VAT.
- (4) As envisaged in the terms of the head licences, Citadel usually granted one or more ‘sub-licences’ to its clients. In return for the grant of the ‘sub-licences’, Citadel received substantial fees. Citadel’s income statement for the year ended 31 March 2019 shows that it received £1,504,760.87 in sub-licence fees from its clients.
- (5) Citadel’s income statement for the year ended 31 March 2019 shows that it made net profits of £1,502,661, on which it paid corporation tax of £266,506.

(e) Gifts made by Citadel

41. Pursuant to its independent object to pay, apply or appropriate assets of the company, Citadel made the following donations to third parties:

- (1) On 15 July 2019, the creditor’s rights to a debt of £11,700 owed by Simon Alexander Hatley were the subject of a declaration of trust in favour of Simon Alexander Hatley, thereby extinguishing his debt in equity.
- (2) By cheque dated 23 March 2019 £100,000 was donated to the Yves Guihanec Foundation.
- (3) Between 28 November 2019 and 11 December 2019 10 payments of £113,600 were made to the Breamgale Ltd Clients Re Grosvenor Trustees Ltd Celestial Account (a/c no. [REDACTED]), on behalf of each of 10 Mel Trusts.

(f) The Mel Trusts

42. On 12 April 2020 Breamgale, as trustee of each of the 10 Mel Trusts, agreed to make interest free loans of £113,500 to itself in its capacity as trustee of the Grosvenor 2017 Trust **(10.2)**.
43. The Grosvenor 2017 Trust was a trust established on 24 February 2017. The settlor was Grosvenor Trustees Limited and the sole trustee was Breamgale. Under the terms of the trust, the trustees were to hold the trust fund on trust to pay the income to Grosvenor Trustees Limited until the Perpetuity Day, and subject thereto on trust for Merton College, Oxford, absolutely. Breamgale, as trustee of the Grosvenor 2017 Trust had become a partner in the RVQC Partnership on 10 April 2016.
44. Account no 5857, known as ‘the Celestial Account, was a bank account of Grosvenor Trustees Limited’s. On 27 August 2020, £1,135,000 was transferred from the Celestial Account to the RVQC Partnership account (i.e., the Chambers No 4 account no 9905). These funds were said to represent a contribution to the capital of the RVQC Partnership by Breamgale in its capacity as trustee of the Grosvenor 2017 Trust.
45. Subsequent movements of funds were as set out in the diagram at §5.4 on the iPads. The transfers from the HSBC bank accounts (RV QC Chambers No 4 Account, and RV’s personal account) were in each case shortly before the accounts were closed by HSBC.

(g) Diamondsurre Limited

46. Diamondsurre Ltd (**Diamondsurre**) was incorporated on 5 February 2019. Its registered office address is Studley Priory, Horton-Cum-Studley, Oxford, OX33 1AY. The records at Companies House state that Diamondsurre’s business is “*other business support service activities not elsewhere classified*”.
47. During the indictment period:
 - (1) Diamondsurre’s director was Michael Venables (appointed 5 February 2019).
 - (2) Diamondsurre’s secretary was initially Mr Murray (appointed 5 February 2019, resigned 16 August 2019). After Mr Murray’s resignation, Manpreet Venables was

appointed as Diamondsurre's secretary (appointed 16 August 2019, resigned 23 July 2021).

(3) The persons recorded at Companies House as being persons having significant control of Diamondsurre within the meaning of The Companies Act 2006 Part 21A (as added in 2015) were Michael Venables and RV.

48. Upon its incorporation, there was one issued share in Diamondsurre, owned by Breamgale.
49. By Special Resolution passed by the sole shareholder of Diamondsurre on 11 March 2019, Diamondsurre adopted new Articles of Association. It adopted Article 31 which was in identical terms to Article 31 of the Articles of Association of Citadel.
50. On 8 April 2019, Diamondsurre applied to HMRC to keep Citadel's VAT registration number on the basis that Citadel was no longer trading and that its business had been transferred to Diamondsurre on 1 April 2019.

(IX) Correspondence

51. In a letter to Mr Karaoglan dated 9 July 2021, Michael Venables said:

You should understand that for each accounting period of the partnership (ending on April 9th in each year), my brother would ascertain the profits of the partnership as shown by the accounts kept in electronic format by a freelance bookkeeper whose services are retained for the purpose. (This would also involve his making some end of year adjustments to ensure as far as possible that profits were calculated on an earnings basis and not on a cash basis.) He would then produce a spreadsheet in which profits were allocated to each of the partners according to the partnership deed (in its state of amendment at the relevant time). He has confirmed to me that he would be happy to provide you with print-outs of these. However, he notes that HMRC would already have this information as it is contained in the partnership tax return for the tax year in which the accounting period in question ended.

[...]

What in principle should happen is that when the profit shares for each accounting period have been finalised, the share of each partner would be credited to its current account (being an equity account) with the RVQC Partnership (or in certain cases directly to a current account of a beneficiary of that trust). However, there would not normally be any payment of money at that moment in time. In the case of some trusts, payments on account of profits accrued or accruing ("drawings") might be made during a year. Such payments could be made directly to the trust in question e.g. for the payment of income tax due or could be made from the partnership bank account directly to HMRC for the account of the trust

in question, the amount being debited from the trust's current account with the partnership. In some other cases, payments might be made (often on a monthly basis) to a beneficiary of the trust which was a partner who was beneficially entitled to the net income of the trust. That would, in the accounts of the partnership, be debited to the current account of the trust with the partnership. Of course, as between the trust and its beneficiary, this would be a payment by the trust on account of net income of the trust to which the beneficiary was entitled as against the trustee.

(X) Peak Tax Day

52. ‘Peak Tax Day’ was an event held on 21 September 2016 in Birmingham, at which RV gave a lecture. Extracts of what RV said are at §16.2 of the Jury Bundle.

(XI) Bank accounts and signatories

53. The signatories to the following accounts were as follows:

Bank account	Signatories RV = Robert Venables MV = Michael Venables
All Breamgale a/cs	RV (and MV from 26.11.19)
RVQC No.4 Chambers a/c (HSBC)	RV
RV personal HSBC a/c	RV
RV personal Hoare a/c	RV
RV re Chambers Hoare a/c	RV
Kinderton Trustees Ltd a/c	RV
RV Dion a/c	RV
RV Mia (2012) a/c	RV
RV Max a/c	RV
RV Theo a/c	RV
RV Sky a/c	RV
RV Keiji a/c	RV

(XII) Payments to Gary Morris

54. Between 1.4.13 and 3.11.20 Gary Morris received a monthly payment of £6,600 from the Robert Venables QC No.4 Chambers Account, amounting in total to £607,200 in 92 separate payments.

55. Between 17.10.19 and 12.11.20 Gary Morris received an additional monthly payment of £8,334 from the Robert Venables QC No.4 Chambers Account, amounting in total to £116,676 in 14 separate payments.

(XIII) Barristers' chambers

56. Self-employed barristers, in independent practice, are not paid a salary, but instead are paid fees for each piece of work that they do.

57. Most such barristers are members of a set of chambers – which is a group of barristers joining together to work (generally) in the same premises and sharing some of their expenses, such as the rent, and the employment of staff, including barristers' clerks who manage their diaries, put them forward to solicitors for work, and, where needed, negotiate their fees for them.

58. A set of chambers is not a partnership: the barristers do not share their income; each barrister works for themselves. Fee notes are sent out by the chambers staff, and as necessary fees are chased by the chambers, but all in the name of the individual barrister rather than on behalf of the set of chambers as a whole.

59. Each barrister in the set of chambers has to submit their own tax return each year to HMRC, declaring what their earnings are, what their expenses are, and therefore what the profit was upon which income tax is charged.

60. Unlike most barristers, RV declared his income as arising from a partnership (the “RVQC Partnership”) as opposed to being income of a sole practitioner.

61. RV told HMRC about the existence of the partnership but this was not known to his clients or to his clerks.

(XIV) Good character

62. Robert Venables has no convictions or cautions.

(XV) Production of documents

63. The following documents were requested from and produced by RV on the following dates.

Row in JB	Description	Date of document	Date requested by HMRC	Date received by HMRC	Signed and witnessed by (where not already in the jury bundle)	Also provided on the same date
8.1	RV QC Partnership Deed	14/04/1999	04/03/2022	11/03/2022		
8.2	RV QC Partnership Deed	31/10/2000	Not requested	23/10/2024		
8.3	RV QC Partnership Deed	24/03/2010	17/01/2025	03/03/2025		
8.4	RV QC Partnership Deed	09/04/2011	17/01/2025	03/03/2025		
8.5	RV QC Partnership Deed	08/01/2013	12/09/2018	21/04/2019		
8.6	RV QC Partnership Deed	04/04/2013	12/09/2018	21/04/2019		Counterpart signed by Robert Venables and witnessed by Eric Delvin
	RV QC Partnership Deed	08/07/2013	12/09/2018	21/04/2019	Signed by Robert Venables and witnessed by Franco Lombardi	Counterpart signed by Michael Venables
	RV QC Partnership Deed	20/12/2013	12/09/2018	21/04/2019	Signed by Robert Venables and Michael Venables and witnessed by Derek Murray	
	RV QC Partnership Deed	18/03/2014	12/09/2018	21/04/2019	Signed by Robert Venables and witnessed by Derek Murray	Counterpart signed by Michael Venables
8.7	Agreement re increase in partners' contributions	09/06/2014	12/09/2018	03/03/2025		

8.8	RV QC Partnership Deed	25/07/2014	12/09/2018	21/04/2019		Counterpart signed by Michael Venables and witnessed by Avneet Singh
8.9	RV QC Partnership Deed	18/02/2015	12/09/2018	21/04/2019		
8.10	RV QC Partnership Deed	10/04/2015	12/09/2018	21/04/2019		
8.11	RV QC Partnership Deed	22/03/2016	12/09/2018	21/04/2019		Counterpart signed by Michael Venables and witnessed by Malcolm Allt
8.12	RV QC Partnership Deed	24/02/2017	12/09/2018	21/04/2019		Counterpart signed by Michael Venables and witnessed by Manpreet Venables.
	RV QC Partnership Deed	10/03/2017	12/09/2018	21/04/2019	Signed by Michael Venables and witnessed by Manpreet Venables	Counterpart signed by Robert Venables and witnessed by Amanda West
8.13	RV QC Partnership Deed	09/04/2018	17/01/2025	06/05/2025		
	RV QC Partnership Deed	01/10/2018	12/09/2018	21/04/2019	Signed by Robert Venables and witnessed by Derek Murray	
8.14	RV QC Partnership Deed	11/04/2020	17/01/2025	03/03/2025		
8.15	RV QC Partnership Deed	28/10/2020	17/01/2025	03/03/2025		
	RVQC Profit & Loss accounts 14-15 15- 16 and 16- 17	N/A	12/09/2018	18/07/2019	N/A	

	Partners' capital accounts	N/A	12/09/2018	18/07/2019	N/A	
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