

**TAYLOR SWIFT TICKETS:
COMPLAINT AGAINST THE MAYOR OF LONDON**

INVESTIGATION REPORT

Introduction

1. I have been instructed by the Monitoring Officer of the Greater London Authority (“GLA”) to investigate a complaint submitted by Susan Hall AM about tickets accepted by the Mayor of London (“the Mayor”) for a Taylor Swift concert at Wembley Stadium on 15 August 2024. That complaint, and a further document particularising the allegations against the Mayor, are enclosed as **Appendix 1**.
2. I am a self-employed barrister with a specialism in local government law and am the editor of *Cornerstone on Councillors’ Conduct and Standards in Public Life* (Bloomsbury Professional, 2024). I am an experienced investigator of complaints against members of local authorities.

The complaint

3. In June and August 2024, Taylor Swift performed eight concerts at Wembley Stadium as part of her Eras tour (with additional dates elsewhere in the UK). According to a declaration submitted on 18 October 2024, the Mayor attended the concert which took place on 15 August 2024 as a guest of a company called LS Events Ltd.¹
4. AM Hall first wrote to the Monitoring Officer about this matter in a letter dated 21 October 2024. Describing her letter as seeking to raise a formal complaint, she sought to pose various questions about the Mayor’s decision to accept the tickets. AM Hall subsequently particularised her complaint in a separate document.
5. In outline, the allegations were as follows:
 - (a) that the Mayor failed to register his acceptance of the gifted tickets within 28 days of receiving them, contrary to paragraph 5.1 of the GLA’s Gifts and Hospitality Policy² (“the GH Policy”);

¹ <https://www.london.gov.uk/who-we-are/what-mayor-does/mayor-and-his-team/sadiq-khan/gifts-hospitality?year=2024>

² <https://www.london.gov.uk/media/48463/download?attachment>

- (b) that when the Mayor initially registered the gifted tickets, his entry did not accurately record their value or their source, and did not explain why the tickets were accepted, why the event took place or who was present, contrary to paragraph 5.1 of the GH Policy;
 - (c) that it was unclear what level of caution, if any, the Mayor applied when accepting the gifted tickets, given that the company which provided the tickets has “*live contracts*” with the GLA to organise public events, contrary to paragraph 11.1 of the GH Policy; and
 - (d) that there were a number of “*unanswered*” questions relating to the company’s commercial relationship with the GLA at the time the Mayor accepted the tickets, raising the possibility of a breach of paragraphs 11.2 and 11.3 of the GH Policy.
6. In his initial determination, the Monitoring Officer decided that only allegation (c) above should proceed to an investigation and therefore I do not need to consider the remaining allegations any further.
7. Although the complaint refers to the GH Policy – rather than the Code of Conduct – it should be noted that paragraph 1.6 of Appendix 5 of the Code of Conduct³ states:
- “All Members are required to continue to declare the receipt of any gifts and hospitality in accordance with the Authority’s existing procedures and guidance, by registering gifts and hospitality received on the Authority’s on-line database.”*
8. Therefore it is clear that the GH Policy is incorporated by reference into the Code of Conduct and so a failure to comply with it amounts to a breach of the Code.

The Mayor’s response

9. The Monitoring Officer wrote to the Mayor on 24 October 2024 to notify him of the complaint and invited him to provide an initial response in writing. The Mayor responded by a letter dated 4 December 2024. A copy of the Mayor’s response is enclosed as **Appendix 2**. Insofar as relevant to this investigation, the Mayor stated (with reference to questions raised by the complainant [underlined]):

It is not unreasonable to [...] question i) whether any caution was applied at all and ii) whether it was appropriate to accept the gifted tickets under these circumstances.

³ <https://www.london.gov.uk/sites/default/files/2024-05/Code%20of%20Conduct%20May%202024.pdf>

- *I have no personal involvement with or connection to GLA procurement decisions. I understand that LS Events was not involved in any open tender processes at the time at which the tickets were offered to and accepted by me.*
- *The relevant aspect of the Gifts and Hospitality policy is in place to avoid conflicts of interest. Because of the multiple protections in place designed to separate the offer and acceptance of tickets by me from any procurement processes, there can be no conflict of interest in this case.*

Did Sadiq Khan or his office seek advice from the Monitoring Officer or a relevant Executive Director on the propriety of accepting the tickets?

- *This is not standard practice and was not thought to be necessary in this case, as there was no actual or potential conflict of interest.*

i) Were LS Events being considered for any future contracts at the time the gifted tickets were accepted?

- *I have no personal involvement with or connection to GLA procurement decisions, but I understand that LS Events was not being considered for any future contracts at the time at which the tickets were offered to and accepted by me.*

ii) On which dates did the GLA confirm contracts with LS Events for the aforementioned Diwali and St Patrick's Day events (and any other confirmed, upcoming events for the GLA not publicly declared)?

- *Diwali – 7 August 2024.*
- *St Patrick's Day – 18 December 2023.*

iii) Were LS Events likely to bid for any future contracts with the GLA at the time the gifted tickets were accepted?

- *It is not possible to know what an independent external organisation is likely to do in the future.*

iv) Was the GLA considering awarding a contract to LS events at the time the gifted tickets were accepted?

- *I have no personal involvement with or connection to GLA procurement decisions, but I understand that LS Events was not involved in any open tender processes at the time at which the tickets were offered to and accepted by me.*

v) On what date were the tickets first offered to the Mayor by LS Events, and were there any relevant tender processes for GLA events underway during this period?

- *The tickets were offered to me on 14 August 2024. I have no personal involvement with or connection to GLA procurement decisions, but I understand that LS Events was not involved in any open tender processes at the time at which the tickets were offered to and accepted by me.*

vi) Given the serious nature of potential impropriety involved, who were the other five guests who accepted the gifted tickets and were any representative from LS Events present with the Mayor at the concert

- *There was no impropriety in this case, serious or otherwise. Other declarations relating to this event are handled in the usual way and are subject to the GLA publication policy.*
- *One representative of LS Events attended the concert.*

Investigation process

10. In order to investigate this complaint, I held meetings with the Mayor's Chief of Staff, David Bellamy, on 4 February 2025 and with the Mayoral Director of Operations, Ali Picton, and the Head of Mayoral Briefing, Tom Layfield, on 13 March 2025. In light of my discussions with them, I did not consider it necessary to interview the Mayor himself. I also made enquiries with GLA officers for background on LS Events' dealings with the GLA.

11. I sent a draft version of this report setting out my provisional findings to AM Hall and to the Mayor for comment. I only received comments on behalf of the Mayor; I received no response from AM Hall. I have taken into account the Mayor's comments in finalising my report. I also held a meeting with the GLA's two Independent Persons to discuss my findings.

Findings

The Eras tour

12. The Eras tour was a very big deal. ITV reported that an estimated 2.9 million UK residents were likely to have pre-registered for tickets for the UK dates.⁴ The ticket seller Viagogo reported that demand for the UK leg massively exceeded demand for any other live music performance in 2024, noting that demand was particularly intense for the London shows.⁵
13. The GLA itself celebrated the tour's arrival in London, with the Mayor commenting in a press release:

"The Eras Tour has broken records and created huge excitement so I'm delighted that Taylor Swift has chosen to perform more nights in London than anywhere else in the world. Her eight performances will bring nearly 700,000 fans from across the country and beyond to Wembley Stadium, providing a huge boost to our hospitality industry and further proof that London is the greatest city in the world to watch live music.

*As Taylor prepares for Friday's opening performance, we are proud to give her and her fans a big London welcome, with celebrations across the capital including a special Tube map, trail and murals in her honour. I encourage Swifties to not only enjoy the fantastic shows, but also make the most of everything London has to offer, and hope that even more people are encouraged to enjoy the incredible live music available in our city."*⁶

As that statement alludes to, among other promotional initiatives carried out by GLA bodies to celebrate the concerts, Visit London organised a Taylor Swift trail across the city and Transport for London published a new Tube map (Taylor's Version).

LS Events

14. LS Events describes itself as *"an event production agency which creates bespoke management solutions across a wide variety of sectors, from music and live entertainment to sporting and public events."*⁷
15. In October 2022, the GLA procured its Events Framework 2023-2027.⁸ The framework included the provision of event management services for all free outdoor events organised by the GLA, including small-, medium- and large-scale events. Its estimated total value was

⁴ <https://www.itv.com/news/2023-07-17/why-is-it-so-difficult-to-get-taylor-swift-tour-tickets>

⁵ <https://www.music-news.com/news/UK/178588/Taylor-Swift-s-Eras-Tour-was-most-in-demand-UK-live-show>

⁶ <https://www.london.gov.uk/taylor-swifts-record-breaking-eras-tour-generate-ps300m-capitals-economy-london-confirms-status>

⁷ <https://www.ls.uk/about>

⁸ <https://www.find-tender.service.gov.uk/Notice/029761-2022/PDF>

£14m. LS Events was one of six companies selected for the framework through a competitive tender process. What this means is that LS Events is entitled to submit bids to organise free outdoor events on behalf of the GLA in competition with the other five preferred suppliers on the framework. The framework runs from September 2023 and expires in 2027.

16. The Mayor confirmed (in response to Mayoral Question 2024/3706) that between 2021 and 2024, LS Events submitted tenders to the GLA for contracts to organise seven events, including the St Patrick's Day and Diwali on the Square events in 2024 and 2025 respectively.⁹ GLA officers have confirmed to me that they were successful on six of the seven bids. Of these, the most recent contract was for Diwali on the Square 2024 and 2025.
17. Procurement of the Diwali on the Square contract began on 17 June 2024 when suppliers on the Events Framework were invited to submit bids. LS Events submitted a bid which was opened on 7 July 2024. An evaluation moderation meeting took place on 10 July 2024. LS Events was formally notified that it had been awarded the contract on 7 August 2024 and the contract was executed on 12 August 2024.
18. I have noted above the total estimated value of contracts to be procured under the framework of £14m. Of course, not all of those contracts will necessarily be awarded to LS Events – although I was told by officers that it was scored as one of the best performing companies during the framework procurement exercise and it has evidently had considerable success in being awarded individual event contracts (albeit one – Operation London Bridge – pre-dated the current Events Framework). Therefore I asked officers to provide some context for these contracts, to understand how significant a supplier LS Events is for the GLA. Officers told me that the GLA has procured contracts with other companies through the Events Framework on a two-year basis to organise events in Trafalgar Square for Eid, Vaisakhi and St George's Day, which are comparable to the St Patrick's Day and Diwali events. Additionally the GLA has contracted with a separate company to organise New Year's Eve events, which I am told is a multimillion-pound contract over several years and is the GLA's highest profile regular event.

Offer of tickets

19. Ms Picton described the arrival of the Eras tour in London as a "*huge event*" for the city. She told me that, after the mayoral election in May and ahead of the June concerts, she had a general conversation with the Mayor about the possibility of going and that the Mayor had expressed an interest. She pointed to the Mayor's "*ambassadorial role*" and noted the significant level of promotional activity carried out by the GLA and its agencies ahead of the

⁹ <https://www.london.gov.uk/who-we-are/what-london-assembly-does/questions-mayor/find-an-answer/tickets-gifted-ls-events-11>

concerts. She said, in that context, this was a “*sensible conversation to have about him being there.*” Mr Bellamy similarly described it as “*probably the biggest thing happening [in London] that summer*” and so there was “*clearly a role for the Mayor, to be part of something so big.*”

20. Ms Picton explained that the Football Association had approached the Mayor with an offer of tickets for one of the June concerts. However, he was unable to accept as he had already purchased tickets (in a private capacity from his own funds) for another concert on the same date.
21. Ms Picton stressed that although the possibility of going to a concert was discussed with the Mayor, it was by no means a priority for the Mayor and his team at this time. In this regard, she pointed to the Mayor’s involvement in the response to the riots following the Southport stabbings. She also referred to discussions between the Eras tour promoter and the Metropolitan Police about the level of security to be provided (following the discovery of a planned terror attack on a Vienna Eras concert). She emphasised that, in early August, the internal conversations among the Mayor’s team about the concerts were about security, public safety and whether they would actually go ahead. For the avoidance of doubt I should make clear that both Ms Picton and Mr Bellamy emphasised that the Mayor’s office was not involved in the decision as to whether the concerts went ahead.
22. I asked Ms Picton to explain more about the conversation she had had with the Mayor about possibly attending the concert and, in particular, how they envisaged tickets being obtained. Ms Picton told me that the Mayor is a “*very social person*” and that he often goes to concerts, the theatre and sports fixtures. She said that if the Mayor is interested in attending an event, he will generally – “*in the vast majority of cases*” – buy his own ticket from his own resources. However, she told me that was not feasible for the Eras tour: given its enormous scale, the Mayor “*can’t just sneak into a Taylor Swift gig unannounced. There are security considerations, the etiquette of going to a major London venue. He sees as part of his job promoting cultural events.*” She added: “*We knew he’d never be able to buy tickets. It’s not realistic for the Mayor of London to do that and be assigned a random seat. When the concerts were first announced, there was no prospect of going through the normal process as he would for other things.*” She said that for more significant events, the Mayor’s team would typically discuss the possibility of his attendance with the venue, event organiser or another stakeholder. Even in this situation, however, the Mayor will usually pay his own way.
23. On 7 August 2024, the Mayor’s office was passed an allocation of 10 tickets for the concert due to take place on 15 August 2024 by a GLA officer. LS Events had in fact first indicated to this officer that it planned to make some tickets available for the GLA in mid-June 2024 and, in mid-July 2024 confirmed the offer to the officer. However, the officer did not notify the Mayor’s

office, and the tickets were not made available for distribution within the Mayor's office, until 7 August 2024.

24. Ms Picton said it was not until the following week (beginning 11 August 2024) that the Mayor's team *"turned our attention fully to what would happen if [the Mayor] was going. It sounds a bit 'lastminute.com' but this is quite a rare occurrence – he'd not already bought tickets and we were in the context of the riots. Only then [we said to ourselves]: 'OK, if he's going to go, what are the options?'"*
25. She said that she held an informal meeting with her Mayoral Director counterparts on 13 August 2024 to seek views on whether the Mayor should attend and, if so, how that could be made to happen. She said that she raised LS Events' offer with her counterparts during the informal meeting and that no concerns were raised: *"it was an easy one, to be honest"*. Ms Picton explained this is standard procedure: *"Half of my life is saying no to things. I would always have that discussion with senior staff about whether there was anything to be aware of or whether there is anything we need to be particularly cautious about, to unearth those kinds of things."*
26. I asked Ms Picton what she knew about LS Events. She confirmed she was familiar with the company and the nature of their business through supporting the Mayor at previous events. However, she emphasised that any interaction she had had with LS Events would have been at a very high level and she had no involvement with what she called the *"minutiae"*, which I took to mean the procurement process or other day-to-day aspects of the commercial relationship between the company and the GLA. She said that, in discussing LS Events' offer, the informal meeting did not go into detail about procurement or the company's commercial relationship with the GLA. She said she was not aware that LS Events was on the GLA's Events Framework but told me this was a matter dealt with by colleagues elsewhere in the GLA and so it was *"not in my day-to-day work to know something about that"*.
27. Mr Bellamy emphasised to me that *"we have strong firewalls around procurement processes for the Mayor's office. ... The Mayor and his office keep out of procurement decisions. The Mayor doesn't have knowledge of procurement processes because he's shielded from it. We would have had absolutely no knowledge of events procurement taking place because it's such a small thing."* In this regard, Mr Bellamy fairly acknowledged that he was speaking generally because he had been on annual leave at the relevant time and was therefore not involved in the decision to accept LS Events' offer of tickets.
28. Having cleared it with other senior members of the Mayor's team, Ms Picton said she provided a very brief verbal briefing to the Mayor in the sidelines of an event he had been attending on 14 August 2024. Her recollection of the briefing was along the lines of: *"It looks like [the*

concerts] are going ahead. We think it would be a good use of your time to be there, given you've been very vocal, you've been asked in the media about it.' I said to him: 'We've made enquiries. We've been offered tickets to a box.' I probably would have said it was hosted by LS Events. 'In principle, we've discussed it: do you want to go?' He said yes."

29. On the day of the concert, 15 August 2024, a GLA officer prepared a short briefing note for the Mayor. A copy of the note is enclosed as **Appendix 3**. The purpose of the note was evidently to provide background to the Mayor on his host for the event – Steve Reynolds, co-CEO of LS Events – and the company itself. It appears from some of the language used that LS Events may well have contributed to its content. The note described LS Events as *"a leading event production company in London, with a long-standing relationship with the GLA."* It listed the company's *"key achievements"* which included a number of *"Major Events that we support and work with LS Events on"*, mentioning (among others) the St Patrick's Day and Diwali events. Under the heading *"relationship with GLA"* it stated: *"LS Events has been a key partner in delivering major cultural and civic events in London, supporting the Mayor's vision for the city."* Ms Picton said she relayed the content of this note verbally to the Mayor. She commented that the note did not raise any concerns about procurement and that it contained *"basic things for him to be aware of. This was a very straightforward note: this is who they are, what they are doing. I found it reassuring."* I should note that although the author of the briefing note was not directly involved in the procurement of the Diwali on the Square contract, they work alongside the team that was responsible for the procurement.
30. Ms Picton had mentioned that the Mayor's usual practice is that he pays for his own ticket even when made an offer by someone involved in the event and I asked what had happened in this case. Her answer was that *"we tried to pay but the way LS Events had purchased the box meant it was not possible. It became clear that this was something we would have to declare. This is quite normal: sometimes it's easier for transparency reasons to accept a gift and declare it."*

The requirement for "caution"

31. Section 11 of the GH Policy is concerned with *"Gifts and hospitality and the procurement cycle"*.
32. Paragraph 11.1, which is cited in the complaint, provides as follows:

"Particular caution should be taken where any gift and/or hospitality is offered from any company that holds a contract with the GLA or who is likely to bid for a future contract with the GLA."

33. Paragraph 11.2 – which appears to be directed exclusively at GLA officers – states that during *“the planning and tendering phases of a contract”* offers of gifts or hospitality made by *“an organisation likely to tender for the contract”* should be turned down *“to avoid any inference of preferential treatment”*. Caution is required with respect to offers *“associated with the awarding of a contract (as this may create the impression of preferential treatment or favouritism)”*.

34. Paragraph 11.3 – which does appear capable of application to members – states:

“From time to time during the normal course of a contractual relationship, it may, however, be appropriate to accept gifts or hospitality from an established provider in order to develop and maintain good working relations. But this should not take place at a point in time that is reasonably close to the commencement of any contract renewal process and as long as other criteria in this document are satisfied (especially that you do not feel that it will put you under any obligation to the provider). Be particularly cautious about accepting gifts or hospitality if there are any performance issues with the provider.”

35. In recognition of the ethical challenges associated with accepting gifts and hospitality, the GH Policy begins with this statement about the need for “general caution”:

“General caution

Treat with caution any offer or gift, favour or hospitality that is made to you. Your personal reputation and that of the GLA can be seriously jeopardised if you inappropriately accept gifts or hospitality. Be aware of the wider situation in which the offer is made. It can also be an offence to accept a fee or reward for undertaking your duties.

The GLA recognises that a refusal may cause embarrassment or offence, but this must be balanced with your other responsibilities.

Elected Members are, when acting in their GLA capacity, required to act in accordance with the principles of public life and the Code of Conduct for GLA Members.

Staff must consider whether acceptance conforms to the requirements of the law and the Code of Ethics and Standards.

The acceptance of gifts and hospitality is not always inappropriate. GLA staff must – in

conjunction with their senior manager – in every case determine whether or not it is proper to accept any gift or hospitality that might be offered to you, having regard to how it might be perceived.

For example, staff should consider whether the donor is in, or may be seeking to enter into, a business relationship with the GLA or may be applying to the GLA in relation to the exercise of the Authority's functions. The receipt of gifts, benefits and hospitality can create conflicts of interest and may give rise to an adverse inference as to the integrity of either the donor or the recipient.

No hard and fast rules can be laid down to cover every circumstance as to what is appropriate or inappropriate. This guidance is intended to enable you (and your senior manager, for staff) to make your own decision. You should also contact the Monitoring Officer for advice where you are uncertain as to how best to treat an offer of a gift or hospitality.”

36. As this guidance implicitly acknowledges, GLA members and officers have distinct responsibilities, particularly with regard to commercial matters. Therefore the requirement to “*treat with caution*” an offer of gifts or hospitality needs to be understood with that distinction in mind, bearing in mind they have different responsibilities and therefore different knowledge of and access to information about the GLA's commercial activities.
37. The GH Policy does not expressly define “particular” caution or explain how it differs from the concept of “general” caution. It is of course a fact-sensitive question whether a member has exercised sufficient caution in the circumstances of a given case. For the purposes of assessing this complaint, I have considered the GH policy as a whole and it seems to me that the following elements help to assess whether an appropriate degree of caution has been exercised in a particular case. It is necessary to consider:
- (a) the “*wider situation in which the offer is made*”;
 - (b) whether acceptance would comply with the principles of public life (most obviously, in my view, the principle of Integrity¹⁰ by putting the recipient under a sense of obligation to the donor);

¹⁰ “*Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.*”
<https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>

- (c) how acceptance “*might be perceived*”;
- (d) whether the donor is “*in, or may be seeking to enter into, a business relationship with the GLA*”;
- (e) whether there are any live procurement exercises underway and the stage any exercises have reached; and
- (f) that there are “*no hard and fast rules*” and ultimately the decision whether or not to accept an offer comes down to individual judgment.

38. I should make clear that I do not agree with the complainant’s interpretation of the “particular caution” requirement, i.e. that “*accepting gifts from a company with a GLA contract is not best practice and should be avoided.*” If the rule was as clear as that, the GH Policy would have said so; indeed it explicitly says that there are “*no hard and fast rules*”.

Assessment

39. In light of the findings made above, I have concluded that the Mayor did exercise an appropriate degree of caution in accepting the offer of tickets from LS Events and therefore he did not breach the Code. I have considered the principles outlined in paragraph 37 above and have attached particular weight to the following considerations in reaching that conclusion.

40. Firstly, as I have already observed, the Eras tour was a major cultural (and economic) event for London. In that context, I accept that it was appropriate in principle for the Mayor to attend the concert. It is significant that the complaint does not allege that the Mayor should not have gone in the first place; rather the complaint is focussed on the process which led to the Mayor accepting the tickets and whether it was appropriate to accept the offer given that it had been made by a company with an underlying commercial relationship with the GLA.

41. In any case, I accept what Ms Picton and Mr Bellamy told me about the importance of the Mayor’s ambassadorial function. In my view, his attendance at the concert was consistent with the GLA’s policy of promoting the tour as a significant event in the life of the city.¹¹ I acknowledge that the Mayor had no official role to play in the concert itself and was there primarily as a spectator. But that would also be true of many cultural events that he attends

¹¹ Mr Bellamy shared links to Twitter posts published on the Mayor’s official account, one of which showed him in front of a Taylor Swift mural at Wembley:
<https://x.com/MayorofLondon/status/1803670770565947744>

(such as a football match) without much controversy and so I do not consider that this detracts from the essentially ambassadorial purpose of his attendance.

42. Secondly, the GH Policy does not impose a blanket ban on accepting gifts and hospitality from a donor who is in, or is seeking to enter, a business relationship with the GLA. Indeed, paragraph 11.3 envisages that accepting gifts and hospitality from an established provider from time to time can be appropriate to “*develop and maintain good working relations*”. This appears to have been what the GLA officer, in preparing the briefing note for the Mayor ahead of the concert, had in mind. This is evident from the fact that LS Events was an established provider under the Events Framework and the briefing note’s emphasis on LS Events’ “*key achievements*” and how their work “[supported] the Mayor’s vision for the city”. Paragraph 11.3 does state that gifts and hospitality should not be accepted “*at a point in time that is reasonably close to the commencement of any contract renewal process*” – but that does not apply here because, in August 2024, LS Events was less than one year into a four-year appointment to the Events Framework 2023-27. I should note here that, in response to my draft report, Mr Bellamy emphasised that the Mayor’s reason for accepting the tickets was his ambassadorial role.
43. Thirdly, by the time the Mayor’s office was passed the allocation of tickets for the concert on 7 August 2024, the most sensitive elements of the procurement exercise for the Diwali on the Square contract had concluded. The assessment of LS Events’ bid for the contract had taken place almost a month earlier and formal notification of the award of the contract was done on the day the Mayor’s office was notified of the tickets. The Mayor himself was not informed of the offer until 14 August 2024 – after the contract had been executed.
44. I acknowledge that the ticket allocation which was passed to the Mayor’s office on 7 August 2024 had actually been proposed by LS Events as far back as mid-June, around the time that the invitations to tender for the Diwali on the Square contract had been issued, and was confirmed in mid-July, around the time that LS Events’ bid was being assessed and a decision made about the award of the contract. However, all this took place prior to the Mayor’s office being informed about the offer, by which time the procurement process had effectively been concluded. Given the very clear firewall put in place – for good reason – between the Mayor and individual procurement decisions, this was not something he or his team could reasonably be expected to be aware of when considering the offer of tickets. It was not highlighted as an issue of concern in the briefing note (written by an officer who could reasonably be expected to have knowledge of the procurement position) and therefore I do not consider that there were any red flags around this offer to suggest that further enquiries were necessary. In any case, had more detailed enquiries about the procurement position been made by the Mayor’s team in the short period between learning about the offer of tickets (7 August) and the date of the

concert (15 August), they would have been told that the procurement process had to all intents and purposes concluded.

45. Fourthly, I have not seen any evidence to suggest that there were any performance issues with LS Events – something paragraph 11.3 of the GH Policy highlights as also requiring particular caution. Indeed the briefing note is very positive about the work they had done for the GLA.
46. Therefore I am satisfied that the enquiries made by Ms Picton on the Mayor’s behalf – with her Mayoral Director counterparts and with the officer who prepared the briefing note – were sufficient to satisfy the requirement on the Mayor to take “*particular caution*” when accepting the offer of tickets made by LS Events.

Conclusion

47. For these reasons, my recommendation to the Monitoring Officer is to take no further action on this complaint.

Matt Lewin
Cornerstone Barristers

17 June 2025

Appendices

Appendix 1	Complaint and subsequent particularisation	21 October 2024
Appendix 2	Mayor’s written response	4 December 2024
Appendix 3	Briefing note prepared by GLA officer	15 Aug 2024