

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 10953-2012

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

JACKIE DANIEL

Respondent

Before:

Ms A. Banks (in the chair)

Mr P. Housego

Mr S. Marquez

Date of Hearing: 27th July 2012

Appearances

Robin Havard, solicitor of Morgan Cole LLP, Bradley Court, Park Place, Cardiff CF10 3DP for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegation against the Respondent Jackie Daniel was that, having been employed or remunerated by solicitors, but not being a solicitor, she had, in the opinion of the Solicitors Regulation Authority (“SRA”), occasioned or been party to, with or without the connivance of the solicitors by whom she was or had been employed or remunerated, acts or defaults in relation to the solicitors practice which involved conduct on her part of such a nature that in the opinion of the SRA, it would be undesirable for her to be employed or remunerated by solicitors in connection with their practices.

The Applicant sought an order against the Respondent pursuant to Section 43(1)(b) and (2) of the Solicitors Act 1974 as amended.

Documents

2. The Tribunal reviewed all the documents including:

Applicant:

- Rule 8 Statement dated 7 March 2012 with attachments;
- Letter from Mr Havard to the Respondent dated 31 May 2012;
- Letter from Mr Havard to the Respondent dated 19 June 2012;
- Letter from Mr Havard to the Respondent dated 25 July 2012;
- Schedule of costs.

Respondent:

None.

Preliminary Issue

3. The Respondent was not in attendance. The Rule 8 Statement in this matter was dated 7 March 2012. Mr Havard for the Applicant informed the Tribunal that he had made enquiries of the Tribunal office and it had been confirmed that the proceedings had been served in accordance with Rule 10 of the Solicitors (Disciplinary Proceedings) Rules 2007. Mail had not been returned from the address to which documentation had been sent. The address used was the same as the Respondent’s address registered with the Applicant to which all correspondence was sent by Mr Havard and the Applicant. Civil Evidence Act Notices had been served by way of a letter from Mr Havard to the Respondent dated 31 May 2012. In the letter Mr Havard specifically referred to statements made within documents and had advised the Respondent that in the absence of a Counter Notice from her requiring him to prove documents strictly and produce witnesses, the Tribunal could proceed on the documents alone. Mr Havard also referred the Tribunal to his letter dated 19 June 2012 to the Respondent, sent after he had been contacted by the Tribunal seeking a realistic time estimate for the hearing. There had been no response to either of those letters. Finally on 25 July 2012 Mr Havard had written to the Respondent, attaching a schedule of costs in case that should be appropriate. Again no reply had been received. Mr Havard invited the Tribunal to determine that proceedings had been properly served in accordance with

the requirements of Rule 10 and invited the Tribunal to proceed and hear the application in the Respondent's absence. The Tribunal was satisfied that notice of hearing had been served on the Respondent in accordance with the rules and decided to exercise its power under Rule 16(2) to hear and determine the application notwithstanding that the Respondent failed to attend in person and was not represented at the hearing.

Factual background

4. (In the following background, there are references to statements made by the Respondent. These were taken from an undated but signed and witnessed statement of the Respondent headed "Before the Solicitors Regulatory (sic) Authority". Quotations from the statement and other documents do not include the paragraph numbers in the original document.)
5. The Respondent started work for Criminal Law Advocates ("the firm") in January 2007 and assumed the position of Office Manager. The firm had two offices Reading and Didcot and the Respondent was based at the Reading office. The Respondent was the sister of Mr AD who throughout the material time was a partner at the firm.
6. The Respondent's responsibilities included managing the office diary and office supplies, arranging professional indemnity insurance for the firm, and applying for Practising Certificates for the solicitors at the firm.

Professional indemnity insurance

7. In or around April 2008, PG was employed as a civil practitioner by the firm and was based in the Didcot office. On 6 November 2008, as a result of concerns regarding his conduct, PG's employment with the firm was terminated.
8. Prior to PG's dismissal, in or around September 2008, the firm's professional indemnity insurance (PII) was due for renewal as result of which the Respondent had applied for PG to be added to the firm's policy. The firm's professional indemnity insurers, Z, raised a number of queries relating to PG's practice, which the Respondent stated she had raised with PG.
9. The Respondent stated that PG did not provide the information Z had required from her and as a result she let the existing insurance policy lapse on the basis that it would be easier to apply for insurance with the Assigned Risks Pool ("ARP").
10. The Respondent stated that an application was made for insurance with the ARP for the year 2008/2009, and that she assured AD that PII with the ARP was in place from September 2008 onwards, although she did not recall receiving any correspondence or emails from the Applicant or ARP but assumed that insurance with the ARP was in place because an application had been made.
11. The Respondent described what followed in her statement as follows:

"My brother would often ask me whether I had "sorted out" [the firm's] professional indemnity insurance and I would always assure him that

this insurance was in place and I told him that [the firm] was in the ARP and everything was in order. In hindsight I was “sticking my head in the sand” and therefore my brother was not aware of the true situation.

Around renewal time September 2009, again my brother checked whether everything was in order and again I said that it was.

Around September 2010 I made renewed efforts to obtain insurance as I knew that the firm could only be in the ARP for 2 years. I contacted a number of insurance agents in order to try and obtain insurance, all to no avail. Once again I repeatedly told my brother on more than one occasion that the firm was adequately insured.

...

When MP picked up the letter from the fax machine on Thursday 10th of February [relating to the HM claim] he asked me whether the firm had professional indemnity insurance. I said that we did... I know (sic) by this time in fact that we did not.

I understand that [MP] made his own enquiries, and as a result he spoke to me again on Monday 14th of February. He asked whether I had made an application to the ARP. I stated that I had. He then asked me whether I had seen a cover note. I replied that I had not. I suggested that I had assumed that it had been granted because I had made the application.”

Practising Certificates

Forms RF1 2008-2010

12. The Respondent submitted an application for the Practising Certificates of the solicitors at the firm to be renewed, namely Form RF1 for 2008 and again for 2009. The application for 2008-2009 stated that Z was the insurer for the period “1/10/08-30/9/08 (sic)” and the application for 2009-2010 indicated that Z was the insurer for the period “1/10/09 - 30/9/10”.

Form RF1 2010-2011

13. The Respondent stated that an application on Form RF1 for 2010-2011 was submitted in advance of the renewal date. A letter was received from the Applicant in early January 2011 regarding the relevant Practising Certificates. The Respondent stated that the letter said the Practising Certificates had lapsed. She claimed that she re-submitted Form RF1 with the requisite fee. However, the Respondent stated that she did not submit the full Form RF1 because she knew that the firm did not have qualifying insurance in place.
14. The Respondent further stated that she destroyed the letters from the Applicant addressed to individual solicitors AD, MP, SC and TB regarding the renewal of the Practising Certificates.
15. MP was contacted by telephone by Ms RD, an assistant solicitor at the Didcot office and informed that Ms RD had been contacted by the Applicant stating that her

Practising Certificate had lapsed. MP contacted the Respondent, who falsely stated to MP that there was no cause for concern and that the Practising Certificates had been renewed.

Claim against the firm by PG

16. In her statement the Respondent said:

“[PG] employment tribunal claim:

When [PG] was dismissed from his employment his [sic] lodged a claim with the [R] Employment Tribunal. I received a copy of this claim. This was a claim for breach of contract and he sought damages in the region of £13,000.

I previously stated in my witness statement which was filed with the ET, when the ET 1 was received from the Employment Tribunal, I opened the letter. I then briefly read the letter and claim form. I did not pass this on to either [AD] or [MP]. I did not notice that there was a time limit stated on the form. The claim was then filed in the filing cabinet. I saw that ACAS was mentioned in the paperwork. There had been a previous claim against the firm and the matter had been resolved through ACAS, I thought that I would leave any further work till ACAS contacted the firm.

I did not speak to [AD] about the claim until I received a contact from ACAS. I informed [AD] that a claim had been lodged and the matter was proceeding to ACAS.

[MP] was away on holiday till the 25th of May 2009. On his return from holiday he asked me for the paperwork. I was not able to find this, so on the 15th June (Monday) I sent an e-mail to ACAS to see if they had the claim form. They did not respond, so I then informed [MP] on the Friday, the 19th of June. MP called the [R] Employment Tribunal who then faxed over a copy of the claim form on Monday, the 22nd of June 2009. [MP] set about preparing the response and was hoping to lodge the response by Wednesday, the 24th of June, however, on the morning of the 24th he called the court, and the default judgement had already been made.”

Claim against the firm by Ms HM

17. In a report attached to a letter dated 23 February 2011 from Murdochs Solicitors acting for the partners, it was set out that:

“Further, the firm's association with PG caused the following two claims:

Civil claim by client [HM] – Missed limitation period in personal injury matter – handled by ARP – likely damages £4,000...”

...

“In February 2011 the partners became aware of a claim made by [HM], again, a matter in which [PG] failed to serve proceedings in time in a personal injury matter. Capita have assumed conduct of the defence and on 15 February 2011 made an offer of settlement in the sum of £4,000.”

The closure of the firm

18. Letters were sent to the Applicant on 16 February 2011 from Murdochs Solicitors instructed by partners AD and MP reporting the PII issues and then on 23 February 2011 reporting the issues about the renewal of Practising Certificates, the actions they were taking and seeking a waiver in respect of their practising certificates. The first of these letters reported that upon learning that it did not have insurance in place in 2009-2010 or for the 2010-2011 indemnity year and that it was possible that it did not have insurance in place in 2008-2009 either, the partners in the firm had taken the following immediate action: the firm suspended all fee earning work; steps were taken to ensure the clients' immediate requirements were served by other firms and the partners were taking immediate steps to sell or transfer the practice or if that proved impossible to close the firm. In the letter of 23 February 2011 Murdochs advised the Applicant that the partners had decided that the disposal of the practice would not be possible and they had decided to close and informed the Applicant of the closure programme.

Correspondence from the Applicant

19. The Applicant wrote to the firm (AD) initially on 8 December 2010 about the RF1 forms for 2008-2009 and 2009-2010 and the entries on the forms indicating that Z was the firms' insurer. A reminder letter was sent on 29 December 2010 and further letters were sent on 17 January 2011 and 11 February 2011. Murdochs' letters of 16 February and 23 February 2011 gave the partners' response. The undated statement, signed by the Respondent was submitted by the partners. On 31 May 2011, the Applicant wrote to the Respondent asking for a response. The Applicant wrote to the Respondent again on 20 June 2011. At the date of the filing of the Rule 8 Statement the Applicant had not received any response from the Respondent.

Witnesses

20. None.

Findings of fact and law

(There being no submissions from the Respondent, the following findings include further relevant paragraphs from her signed and witnessed statement.)

21. **The allegation against the Respondent was that, having been employed or remunerated by solicitors, but not being a solicitor, she had, in the opinion of the Solicitors Regulation Authority (“SRA”), occasioned or been party to, with or without the connivance of the solicitors by whom she was or had been employed or remunerated, acts or defaults in relation to the solicitors practice which**

involved conduct on her part of such a nature that in the opinion of the SRA, it would be undesirable for her to be employed or remunerated by solicitors in connection with their practices.

- 21.1 On behalf of the Applicant, Mr Havard took the Tribunal through the various incidents of alleged acts and defaults complained of in support of the application for an order under section 43.

Professional Indemnity Insurance

- 21.2 It was alleged that the Respondent failed to arrange the firm's professional indemnity insurance in September 2009 and 2010, and then misled the partners of the firm into believing that professional indemnity insurance had been arranged when the Respondent knew that this was not the case. In respect of this conduct, it was also alleged that the Respondent acted dishonestly. Mr Havard submitted that in respect of the allegation concerning PII for 2008-2009, the issues centred on PG. Mr Havard referred Tribunal to the report accompanying the letter dated 23 February 2011 from Murdochs Solicitors. It recorded that on 3 April 2008, with a view to expanding its fields of practice, the firm merged with PG, a solicitor who was formerly a sole practitioner. In respect of the PII renewal for the year 2008-2009 when answers were not forthcoming from PG to Z's queries, for reasons best known to the Respondent she decided to go into the ARP. Mr Havard submitted that there was no evidence of a payment to the ARP. The same applied regarding the year 2009-2010. In answer to queries raised by AD who was both the senior partner and her brother, the Respondent provided reassurance to him that the firm had appropriate PII cover. Regarding the year 2010-2011, the Respondent was aware that a firm was only permitted to remain in the ARP for two years and so she went to the open market seeking PII unsuccessfully but she still maintained to the partners that there was PII cover. In fairness to the Respondent she had provided a statement in which she accepted what she had done. Mr Havard reminded the Tribunal of the dire consequences that flowed from the Respondent's actions.

- 21.3 In the Respondent's statement she said:

"I thought that I could deal with this problem myself. I accept that instead of raising problem with [AD], I simply buried my head in the sand and hoped that the problem would go away.

...

I accept that I through my own incompetence did not properly join the ARP and did not make the necessary follow-up enquiries.

I accept that but for [MP's] discovery the situation may have continued.

I do not have an adequate explanation for my actions, apart from the fact I believed that I could solve these problems myself but was unable to do so."

Practising Certificates

- 21.4 For the Applicant, it was alleged in the Rule 8 Statement that the Respondent provided the Applicant with false and misleading information in that she submitted Form RF1 applications for 2008 and 2009 in which she falsely declared that qualifying insurance for the practising periods 2008-2009 and 2009-2010 was held with Z, when the Respondent knew that this was not the case.
- 21.5 It was also alleged that the Respondent had failed to submit in a timely manner the application for the renewal of the Practising Certificates of the solicitors employed by the firm for the year 2010-2011, and then misled the partners of the firm into believing that such an application had been made.
- 21.6 It was alleged that the Respondent acted dishonestly in respect of the Forms RF1 for 2008-2011.
- 21.7 Mr Havard referred the Tribunal to the fact that the Respondent was responsible for submitting the applications and to the forms for 2008-2009 and 2009-2010 in the bundle of documents. By a letter dated 30 October 2008 bearing her name, the Respondent sent the registration forms for 2008-2009 for the firm's solicitors to the Applicant. She identified herself on form as the "Practice manager" and the "Practising certificate renewal contact person". In the section of the form dealing with the Solicitors' Indemnity Insurance Rules, the Respondent in error described the period of cover as "1/10/08-30/9/08". She identified the qualifying insurer as Z. On the form relating to the year 2009/2010 again the Respondent identified herself as being practising certificate/registration and renewal contact and for the period of cover "1/10/09 – 30/9/10" she entered Z as the insurer. Mr Havard referred the Tribunal to a letter from Z dated 1 April 2010 and addressed to M Solicitors who were giving notice of a claim:

"The last insurance policy we held for the above firm was for the policy year 2007/08 and it expired at midnight at midnight on 30 September 2008."

- 21.8 Mr Havard submitted that there had been deliberate dishonesty on the Respondent's part in claiming to the Applicant that Z has provided insurance cover for two years when this was clearly not so and he submitted that the Respondent had pretty much accepted that in her statement where she said.

"To the best of my recollection I submitted an application for the firm's practising certificates in good time to the [Applicant]. However I received a letter in early January from the [Applicant] to say that the certificates had lapsed.

Therefore, on the 7th of January I obtained a cheque from the firm's cashier and sent this off to the [Applicant] with the required form. However I only completed half the form because I knew that the firm did not have professional indemnity insurance and the form was not signed. I did not make the partners aware of the letter from the [Applicant], I destroyed the letters that were addressed to [AD], [MP],

[SC] and [TB]. However [MP] was contacted by phone by [RD] (assistant Solicitor at the Didcot office) as she had received a letter from the [Applicant] stating that her practising certificate had lapsed. I assured [MP] that everything was fine and he in turn assured [RD] everything was ok. I accept that I did not tell the partners the full truth.”

- 21.9 In respect of the applications for Practising Certificates for 2010-2011 the Respondent did not submit completed application forms. It was submitted that she had done this deliberately and she said that she did not include part of the form that related to PII because she knew that she had not arranged for PII for the firm. In the report submitted by Murdochs it was stated:

“On 21st February 2011 the Partners received an e-mail from [the Applicant] which advised, “We are missing the odd pages of the RF1 application form. Please submit the odd pages or provided (sic) answers to the items on the attached e-mail. Your practising certificates can then be granted with effect from 10 January 2011 when the application was received.”

- 21.10 The Respondent gave various assurances to the partners who accepted them. She falsely stated that they had no cause for concern and that the Practising Certificates had been renewed when they had not been. It was submitted that she deliberately misled the partners and thereby acted dishonestly. Of particular concern was that one of the reasons the situation came to light was, as set out in Murdochs 23 February letter:

“The partners understand from [RD], an employed solicitor at the Firm, that she telephoned the [Applicant] on 22nd February 2011 and that she was advised that her Practising Certificate was revoked on 5th January 2011, and further, that even though an application had not been received by that date, a certain amount of leeway is given to solicitors who haven't renewed their certificates, and that she was entitled to practice until 5th January 2011 but not after then.”

- 21.11 Mr Havard submitted that it was not the responsibility of an assistant solicitor but of the Respondent and the partners to ensure that renewals were looked after.

Destroying/withholding correspondence from the Applicant and others

- 21.12 It was alleged in the Rule 8 Statement that the Respondent destroyed correspondence from the Applicant to the partners of the firm in which the Applicant enquired into the circumstances surrounding the firm's qualifying insurance and the renewal of Practising Certificates. It was alleged that the Respondent did so with the aim of preventing the partners of the firm from discovering that the Respondent had failed to complete the Form RF1 appropriately, failed to obtain the necessary qualifying insurance, and given false information to the Applicant about the qualifying insurance of the firm. Mr Havard also drew to the Tribunal's attention two other examples of conduct on the part of the Respondent which were set out in the Rule 8 Statement. The Respondent had failed to bring to the partners' attention the claim for unfair dismissal brought by PG, which subsequently resulted in a default judgement against

the firm. Furthermore a claim was intimated against the firm by Ms HM, a matter which was raised by the ARP in correspondence sent to the firm. The Respondent stated that she destroyed the relevant correspondence and the reason must have been in an attempt to avoid the partners becoming aware of the claim. Mr Havard submitted that in so doing the Respondent acted in a deceitful manner and thereby dishonestly. He submitted that this also applied in respect of the wrongful dismissal claim made by PG and also regarding a claim against the firm intimated by the client HM. Mr Havard explained that the Respondent did attempt to mislead or destroy evidence regarding these claims, at least in the HM case, the ARP was dealing so that members of the public were not prejudiced and it was contemplated that the ARP would pursue members of the firm for the unpaid premium. Mr Havard submitted that it was more evidence of more dishonest conduct on the Respondent's part that she admitted in her statement:

“There was a claim by [HM] which originally was a [PG] claim. The ARP wrote repeatedly to [the firm] about this claim and I destroyed and hid these letters, rather than bring them to the attention of the partners.”

- 21.13 The Tribunal had considered the documentation and the submissions of Mr Havard. The papers had included the undated but signed and witnessed statement of the Respondent. In respect of the Respondent's conduct regarding PII, the Tribunal had noted the admissions in the Respondent's statement and the evidence in the form of a letter from Z dated 8 December 2010 that the firm's insurance with Z had expired on 30 September 2008 and found beyond reasonable doubt that the Respondent had failed to effect insurance to replace it and adopted a course of conduct to mislead the partners of the firm into thinking that insurance had been put in place.
- 21.14 In respect of the Respondent's conduct regarding the RF1 forms, the Tribunal had considered the documentation, heard Mr Havard's submissions and noted the admissions in the Respondent's statement which included her account of the Practising Certificate issues. The Tribunal noted the evidence of the Forms RF1 for the years 2008/09 and 2009/10. On both the forms dated 30 October 2008 and 3 December 2009, Z had been shown as the insurer which was no longer the case. On both forms, the Respondent was shown as the practising certificate/registration renewal contact. In respect of the Form RF1 for 2010/2011, the Tribunal noted the evidence from the Report submitted to the Applicant by Murdochs Solicitors on behalf of the partners, that the Respondent had submitted only the even numbered pages of the Form to the Applicant and that she did not deal with the Applicant's request for the remaining pages as they required insurance details. In her statement she admitted that she intentionally misled the Applicant in that she had only completed half the form, that she had destroyed the letter (an email) from the Applicant asking for the remaining pages and misled the partners about the position regarding the Practising Certificates. The Tribunal found the misconduct alleged in respect of the Forms RF1 for the years 2008-2011 to have been proved beyond reasonable doubt.
- 21.15 The Tribunal also found the facts alleged in respect of the destruction/ withholding of correspondence from the Applicant and others to have been proved beyond reasonable doubt.

- 21.16 The Tribunal went on to consider the allegations of dishonesty according to the two limbed test in the case of Twinsectra v Yardley 2002 UKHL 12. Dishonesty had been alleged in respect of the conduct relating to the PII and Forms RF1. The acts of destruction of correspondence from the Applicant to the partners of the firm enquiring into the circumstances surrounding the firm's PII and the renewal of the Practising Certificates were part and parcel of the conduct relating to those aspects of the Respondent's conduct and the Tribunal had considered them as part of considering the allegations in those two matters.
- 21.17 The Applicant had cited other examples of allegedly deceitful behaviour by which the Respondent had misled the Applicant and others, in respect of destroying/withholding correspondence. In respect of the matters of PG's Employment Tribunal claim and Ms HM's intimation of a claim, dishonesty was not expressly pleaded in respect of these acts in the Rule 8 Statement but submissions had been made at the hearing on behalf of the Applicant that they also demonstrated/supported allegations of dishonesty. The Tribunal had found the facts of these matters to have been proved as set out above. It made no finding in respect as to dishonesty regarding these aspects of the Respondent's conduct as it had not been pleaded.
- 21.18 As to PII, the Respondent accepted that she had misled the partners; she admitted that she had repeatedly given her brother assurances that the insurance position had been taken care of when it had not. The Tribunal found beyond reasonable doubt, the Respondent's actions to have been dishonest by the ordinary standards of reasonable and honest people and that her conduct in sustaining her lies demonstrated that she knew that she was acting dishonestly.
- 21.19 In respect of the Forms RF1 applications for practising certificates, the Tribunal noted that in her signed and witnessed statement the Respondent admitted that:
- “In hindsight I accept that not only was I not a very good office manager there were other instances where I was not straight with the partners and in particular my brother...”
- 21.20 For the years 2008-2010, the Tribunal also found it proved beyond reasonable doubt that the Respondent had deliberately provided false and misleading information to the Applicant on the Forms RF1 regarding the PII position of the firm and that this was dishonest by the objective standard and that the Respondent knew it to be dishonest. She herself had decided to let the policy with Z lapse. In respect of the Form RF1 for 2010-2011 she accepted that she had intentionally forwarded incomplete documents in an attempt to obtain the firm's Practising Certificates and again the Tribunal found that this was dishonest both in terms of the objective test and that she did so knowing it to be dishonest.

Previous Disciplinary Matters

22. None.

Mitigation

23. The Respondent was not present and no submissions had been made or mitigation submitted.

Sanction

24. The Tribunal had found all the facts alleged by the Applicant to have been proved on the evidence and where alleged in the Rule 8 Statement, the Respondent had also been found to have been dishonest. These were serious matters which had had dire consequences for the firm which employed the Respondent. Her actions appeared to be the sole reason for the closure of the firm. At the very least they precipitated it. The Tribunal was satisfied that the Respondent had occasioned acts or defaults in relation to the solicitors' practice which involved conduct of such a nature that it would be undesirable for her to be employed or remunerated by solicitors in connection with their practices. The Tribunal made the order sought under Section 43(1)(b) and (2) of the Solicitors Act 1974.

Costs

25. Mr Havard applied for costs to be awarded to the Applicant in the sum of £5,463.41. When he had sent the schedule of costs to the Respondent by letter dated 25 July 2012. He had also invited her to provide in the form of a statement, the details of her financial circumstances together with any supporting documentation which might be relevant, if she wished to take issue with any element of the schedule or to inform the Tribunal that her financial circumstances were such that she was unable to pay all or part of the costs. No reply had been received to this letter. The Tribunal noted that although given the opportunity the Respondent had not chosen to make any representations in respect of her ability to pay the Applicant's costs. The Tribunal summarily assessed the costs and awarded cost in the amount sought against the Respondent.

Statement of Full Order

26. The Tribunal Ordered that as from 27th day of July 2012 except in accordance with Law Society permission:-
- (i) no solicitor shall employ or remunerate, in connection with his practice as a solicitor Jackie Daniel;
 - (ii) No employee of a solicitor shall employ or remunerate, in connection with the solicitor's practice the said Jackie Daniel;
 - (iii) no recognised body shall employ or remunerate the said Jackie Daniel;
 - (iv) no manager or employee of a recognised body shall employ or remunerate the said Jackie Daniel;
 - (v) no recognised body or manager or employee of such a body shall permit the said Jackie Daniel to be a manager of the body;

(vi) no recognised body or manager or employee of such a body shall permit the said Jackie Daniel to have an interest in the body.

And the Tribunal further Ordered that the said Jackie Daniel do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,463.41.

Dated this 24th day of August 2012
On behalf of the Tribunal

Ms A. Banks
Chairman