

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12289-2021

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ANTHONY GERARD EASTWOOD

Respondent

Before:

Mr G Sydenham (in the chair)

Mr P Jones

Mrs C Valentine

Date of Hearing:

12 and 13 April 2022

Appearances

Jacob Rickett, solicitor, of Capsticks Solicitors LLP, for the Applicant

The Respondent represented himself

JUDGMENT

Allegations

1. The allegations against Mr Eastwood were made in a Rule 12 Statement dated 20 December 2021. Various allegations were withdrawn prior to the hearing, with permission of the Tribunal, as indicated below. The remaining allegations made against Mr Eastwood were that:
 - 1.1. He acted as a solicitor when he was not authorised to do so in that with his name on the Roll of Solicitors:
 - 1.1.1. Between 6 December 2019 and 12 August 2020 he was employed by a regulated firm Kingly Solicitors Limited ('Kingly Solicitors') as a Solicitor without a valid practising certificate for the 2019/2020 practice year being in force;
 - 1.1.2. Between 25 August 2020 and 10 September 2020 he was employed by a regulated firm Blackett, Hart & Pratt LLP ('BHP') as an Associate Solicitor without a valid practising certificate for the 2019/2020 practice year being in force;
 - 1.1.3. Between 1 October 2020 until 11 November 2020 he was employed by a regulated firm Savage Silk Limited ('Savage Silk') as a Senior Associate without a valid practising certificate for the 2019/2020 and or 2020/2021 practice years being in force.

In doing so, he breached any or all of Principles 2 and/or 5 of the SRA Principles 2019 ('the Principles') and/or Paragraph 7.1 of the SRA Code of Conduct for Solicitors 2019 ('the Code').

- 1.2. He misled Kingly Solicitors, BHP and/or Savage Silk about the status of his practicing certificate in that:
 - 1.2.1. [Withdrawn]
 - 1.2.2. [Withdrawn]
 - 1.2.3. between 1 July 2020 and 12 August 2020 he did not inform Kingly Solicitors that he had not renewed his practising certificate for the 2019/2020 practice year;
 - 1.2.4. between 21 August 2020 and 10 September 2020 he did not inform BHP that he did not hold a certificate for the practising year 2019/2020;
 - 1.2.5. on or around 25 August 2020 stated to BHP he would log onto his SRA account and print his current practising certificate when he knew or ought to have known this would not be possible because he did not hold a practising certificate for the practising year 2019/2020 at that time;
 - 1.2.6. [Withdrawn]

1.2.7. [Withdrawn]

1.2.8. [Withdrawn]

In doing so, he breached Principles 2 and/or 4 and/or 5 of the Principles and Paragraph 1.4 of the Code.

2. Recklessness was alleged with respect to the above allegations but proof of recklessness was not an essential ingredient to prove the allegations.

Executive Summary

3. The Tribunal found that admissions made by Mr Eastwood to the underlying facts alleged to be properly made. He had acted as a solicitor without the requisite practising certificate at various times between 6 December 2019 and 11 November 2020. He had also made statements to two employers which were inaccurate as to the status of his practising certificate or its renewal. The requirement for a valid practising certificate is a foundational requirement for solicitors and the Tribunal found the conduct failed to uphold public trust and confidence in the solicitors' profession and in legal services (Principle 2) and represented a failure to follow the law and regulation governing the way solicitors work (Paragraph 7.1 of the Code). The Tribunal found that the conduct was grossly careless rather than dishonest, lacking integrity or reckless.

The Tribunal's reasoning is set out below and can be accessed as follows:

- The Tribunal's Decision on Allegation 1.1
- The Tribunal's Decision on Allegation 1.2
- The Tribunal's Decision on the aggravating allegation of recklessness

Sanction

4. Taking account of the strong mitigating factors present and the circumstances of the conduct found proved, the Tribunal determined that the appropriate sanction was that a Reprimand be imposed. The Tribunal's reasoning on sanction is set out below and can be accessed as follows:

- The Tribunal's Decision on Sanction

Documents

5. The Tribunal considered all the documents in the case which were included in an electronic bundle agreed and supplied by the parties.

Factual Background

6. Mr Eastwood was admitted to the Roll of Solicitors in February 1987.
7. He was a partner and the sole owner of Goodswens from April 1990 until the firm closed in April 2018. Goodswens was acquired by Coles Solicitors Limited in

April 2018 by whom Mr Eastwood was employed until 1 August 2019. Coles Solicitors Limited closed on 2 August 2019 and was acquired by Kingly Solicitors. Mr Eastwood was then employed by Kingly Solicitors until the SRA intervened into that firm on 12 August 2020.

8. Between 25 August 2020 and 10 September 2020 Mr Eastwood was employed by BHP. He was then employed by Savage Silk between 1 October 2020 and 11 November 2020.
9. Mr Eastwood's practising certificate for the practicing year 2018/2019 was suspended in May 2019 due to bankruptcy and was reinstated later that month subject to various conditions.
10. No renewal application was received by the relevant deadline by the SRA for the 2019/2020 practising year (which begins on 1 November) and Mr Eastwood's practising certificate was revoked in December 2019.
11. Mr Eastwood subsequently applied to renew his practising certificate for the practising year 2019/2020 on 10 September 2020. However, no practising certificate was issued for that practising year.
12. Mr Eastwood was granted a practising certificate for the practising year 2020/2021 on 17 December 2020 subject to various conditions.

Witnesses

13. The Respondent gave oral evidence. Additional witness evidence was given via signed written statements. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

14. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Eastwood's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
15. **Allegation 1.1: Mr Eastwood acted as a solicitor when he was not authorised to do so in that with his name on the Roll of Solicitors:**

- 1.1.1. Between 6 December 2019 and 12 August 2020 he was employed by a regulated firm, Kingly Solicitors, as a Solicitor without a valid practising certificate for the 2019/2020 practice year being in force;**
- 1.1.2. Between 25 August 2020 and 10 September 2020 he was employed by a regulated firm, BHP, as an Associate Solicitor without a valid practising certificate for the 2019/2020 practice year being in force;**
- 1.1.3. Between 1 October 2020 and 11 November 2020 he was employed by a regulated firm, Savage Silk, as a Senior Associate without a valid practising certificate for the 2019/2020 and/or 2020/2021 practice years being in force.**

In doing so, he breached any or all of Principles 2 and/or 5 of the Principles and/or Paragraph 7.1 of the Code.

The Applicant's Case

The matters in dispute between the parties

- 15.1 At the outset of the hearing, Mr Rickett, for the SRA, stated that various admissions had been made by Mr Eastwood and what remained in issue was whether certain Principles and Paragraphs of the Code had been breached. Mr Eastwood had admitted the underlying facts of allegation 1.1, and that his conduct had breached:

Principle 2: *the obligation to act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons; and*

Paragraph 7.1 of the Code: *the obligation to keep up to date with and follow the law and regulation governing the way you work.*

Mr Eastwood had denied that his conduct had breached:

Principle 5: *the obligation to act with integrity.*

The requirement for a practising certificate

- 15.2 It is a statutory requirement that a practising certificate is required to act as a solicitor (by virtue of section 1(c) of The Solicitors Act 1974 ("the Act")). It is also a requirement for any person on the Roll of Solicitors employed by a regulated firm to hold a practising certificate (by virtue of section 1A of the Act).

The practising year 2019/2020

- 15.3 The allegations primarily related to the practising year 2019/2020 which ran from 1 November 2019 to 31 October 2020.
- 15.4 It was alleged that Mr Eastwood did not have a practising certificate for 2019/20 following its revocation on 6 December 2019 until he was granted a conditional practising certificate for the 2020/21 practising year on 17 December 2020. During

this period, Mr Eastwood was employed by three regulated firms and acted as a solicitor. It was not disputed by Mr Eastwood that he had acted as a solicitor for the three firms during the relevant period.

Unsuccessful 'bulk application' for a practising certificate for the practising year 2019/2020

- 15.5 A 'bulk application' for a practising certificate is one made by a firm on behalf of employees. An individual solicitor must then 'opt-in' to this application by completing the relevant formalities via the SRA's website. The SRA acknowledged that a bulk renewal application was attempted for the practising year 2019/20. However, opting-in to this bulk application was not possible for Mr Eastwood at the time due to the conditions imposed on his 2018/19 practising certificate (imposed because of bankruptcy).
- 15.6 On 24 September 2019, Mr Eastwood had confirmed to his then manager at Kingly Solicitors by email that he had logged into his 'MySRA' account and had "*ticked the box for bulk renewal*". In a subsequent email sent on 4 December 2019 he had stated "*I have just been onto 'mySRA' to download my PC to find it is not there!*" In the same email he stated:

"I have spoken to a helpful man at the SRA (David) who has confirmed to my relief that my authority to practice is continued but as I had conditions on my certificate imposed in May, I was not eligible for 'bulk renewal'. To obtain my personal certificate I will need to complete the online form (which is fine) but they want payment of just over £300!

*The first question is whether Coles paid for mew [sic] on the bulk renewal (as we shouldn't pay twice)?
Secondly, as I understand the firms credit card is no longer usable, is there a method to pay 'online'?"*

Mr Eastwood's position from 4 December 2019

- 15.7 On the basis of the above conversation, Mr Eastwood was said to have been aware from at least 4 December 2019 that he was not eligible for bulk renewal and that he was required to submit an individual application for renewal of his practising certificate. It was also said to be evident that from the same date he was fully aware of how to use 'MySRA' to make applications to renew, check the status of applications and download copy practising certificates which had been granted.
- 15.8 The SRA's case was that an email was sent to Mr Eastwood on 6 December 2019 which notified him that his practising certificate had been revoked. The Head of Digital Communications at the SRA, JR, gave a witness statement which stated that a 'high-volume email' had been sent to Mr Eastwood on 6 December 2019 and whilst it had not been opened or clicked on, it has not 'bounced back'. JR's evidence was that it was not possible to be certain that the email had been delivered, but there was no indication that it had not been. The email stated:

"Until you apply, and we approve your application, you cannot practice as a solicitor."

- 15.9 The evidence of an Authorisation Officer employed by the SRA, SS, was that the ‘MySRA’ system showed that Mr Eastwood started an application on 23 December 2019 but that it was not completed or submitted at that time.
- 15.10 The SRA sent further correspondence to Mr Eastwood stating that he did not have a practising certificate on 15 and 29 June 2020, 18 August 2020, 1 and 11 September 2020 and 13 and 16 October 2020.
- 15.11 The SRA alleged that not only did Mr Eastwood not have a practising certificate during this time, but he sought to pass responsibility for his failure to the bulk renewal system, past employers and/or the fact he was awaiting payment from past employers. It was submitted that seeking payment or reimbursement of the application fee did not remove Mr Eastwood’s responsibility to submit a valid renewal application (particularly from 4 December 2019 at the latest by when he had been made aware that the bulk renewal option was not available).
- 15.12 During the hearing, Mr Rickett referred the Tribunal to the witness statement of an independent compliance consultant, LC, who had been working with Kingly Solicitors in 2019/20. Her evidence was that Mr Eastwood had sent her an email, a copy of which was before the Tribunal, on 30 June 2020 in which he had stated that he had discovered he was not eligible to be included in the bulk renewal and that he had been advised he should not practise until his practising certificate had been issued. LC’s evidence was:

“He had stated that he had gone online and completed the necessary application which he said would only take a few days...”; and

“When I spoke to Mr Eastwood on 30 June 2020, I was under the impression he had already applied to renew his PC. This is because Mr Eastwood told me he had done so in his email to me dated 30 June 2020.”

It was the SRA’s case that whatever discussions may have been continuing about the funding of the renewal fee, Mr Eastwood had failed to discharge the obligation on him to ensure he had a valid certificate. He only took steps to remedy the position months later (by making his renewal application dated 10 September 2020).

- 15.13 Details were provided on behalf of the SRA substantiating the allegation that Mr Eastwood had acted as a solicitor with the three firms during the relevant time. These details are not repeated on the basis they were not disputed by Mr Eastwood and details of the work is not relevant to the alleged breaches.

Alleged breaches

- 15.14 It was submitted that public trust and confidence in authorised solicitors and firms was at the heart of the legal system and the discovery that a person employed as a solicitor, who was on the Roll of Solicitors and/or working at a regulated firm of solicitors, did not hold a valid practising certificate would be likely to undermine public confidence in the individual solicitor, the profession and the validity of authorised solicitors. Based on the allegations summarised above, it was submitted that Mr Eastwood had breached Principle 2. It was further submitted that the failure to

keep his practising certificate up to date amounted to a breach of Paragraph 7.1 of the Code on the basis that he had not followed the statutory requirements necessary to act as a solicitor. Mr Eastwood admitted these breaches in his Answer and during the hearing.

- 15.15 It was also alleged that his conduct had lacked integrity in breach of Principle 5 on the basis that a solicitor acting with integrity would comply with the statutory requirement to hold an in-force practising certificate. It was submitted that Mr Eastwood must have known from at least 4 December 2019 that his application for renewal for the 2019/2020 practising year had not been completed and that he had not properly submitted an application for renewal until this was done on 10 September 2020. He was nevertheless employed as a solicitor for the three firms mentioned above during this period. The Tribunal was referred to Wingate v SRA [2018] EWCA Civ 366 in which it was said that integrity connotes adherence to the ethical standards of one's own profession. It was submitted that Mr Eastwood's conduct in failing to take prompt action to ensure his practising certificate renewal application was made properly showed a lack of integrity in breach of Principle 5.

The Respondent's Case

- 15.16 In his Answer Mr Eastwood had accepted that he had no practising certificate between December 2019 and December 2020. He accepted that he had worked as a solicitor with the three named firms during that period. He admitted the breaches of Principle 2 and Paragraph 7.1 of the Code. These admissions were repeated during the hearing. He accepted that public trust and confidence required that solicitors would have a practising certificate when necessary and that it was not enough to say he thought that the fee was being paid on his behalf. Mr Eastwood denied that his conduct had lacked integrity.

Background

- 15.17 Mr Eastwood did not dispute that holding a valid practising certificate was sacrosanct and stated that it was a necessary public certification of entitlement to practise for which every individual solicitor was responsible.
- 15.18 Mr Eastwood stated that he had been a solicitor since 1987 and had worked for one high street firm throughout his career until 2018. In due course he had assumed the role of Compliance Officer for Finance and Administration and Money Laundering Reporting Officer. Amongst his responsibilities was ensuring all solicitors had practising certificates. He completed the manual renewals annually and said that he enjoyed the process of distributing the certificates and ensuring that everyone displayed their certificate on the wall of their office. From the introduction of the My SRA online process, around 2016, he had completed the bulk renewal process online. He stated that this involved asking individuals to ensure they had opted-in to the firm's bulk process.
- 15.19 Mr Eastwood stated that in 2018 he sold the firm for which he had worked since 1987 to another regulated firm, Coles Solicitors. That firm had thereafter arranged for practising certificates to be obtained. Mr Eastwood stated that this renewal process happened without incident in 2018. He stated that he remembered ticking the opt-in

box on his 'MySRA' account and later being invited to download his practising certificate and send it to the managers of Coles.

- 15.20 He ascribed some influence on later events to the computerisation of the renewal process. Coles Solicitors and Kingly Solicitors had both had 'clear desk' policies and practising certificates were not kept on display. The certificates were stored by management and there were no visual reminder of their existence whereas in the past they had always been displayed in offices or in the firm's reception area.
- 15.21 As a result of business debts, Mr Eastwood had been declared bankrupt in early May 2019. He stated that he had promptly informed his employer and the SRA. The effect of this was that his practising certificate for the year 2018/19 was suspended. The suspension was then lifted on 31 May 2019 subject to certain conditions. Mr Eastwood's evidence was that he did not appreciate that these conditions meant that an individual application would be required to renew his practising certificate and that he was not permitted to opt-in to his employer's next bulk renewal.

Attempt to renew practising certificate for 2019/20

- 15.22 Mr Eastwood stated that he recalled receiving an email, whilst employed by Coles Solicitors, asking all solicitors to tick the relevant box on their 'MySRA' online account to opt-in to the firm's bulk application. He duly did so. As stated above, Coles Solicitors was acquired by Kingly Solicitors in early August 2019.

Subsequent events

- 15.23 In his oral evidence Mr Eastwood stated that he became aware in September 2019 that his practising certificate for the following practising year (2019/20, beginning on 1 November 2019) had not been granted. He said that he was told then that he should make a manual individual application. He stated that he recalled doing this in December but that at that time he was not able to make the payment required. He had otherwise completed the online application including all of the relevant declarations. He stated that he had understood that Kingly Solicitors would arrange for the payment to be made directly and that, to his regret, he did not follow this up or check that they had done so. His evidence was that he recalled being given the option by his employer to pay the practising certificate fee and then reclaim the money but that the result of his discussions at the time was he believed payment was being made directly to the SRA on his behalf.
- 15.24 Mr Eastwood stated that following a conversation with 'David' from the SRA on or around 4 December 2019 he believed that his authorisation to practice would continue by virtue of his previous 2018/19 practising certificate being extended pending the completion of his renewal application. He stated that he continued to hold this belief although in the light of later events he realised this was incorrect.
- 15.25 By way of mitigation for his failure to follow up and check that payment had been made, or check whether his practising certificate for 2019/20 had been issued, Mr Eastwood provided details of some major events in his private life which culminated in early 2020. These related to his family, finances and health and are not repeated in

full here; they were not advanced as an excuse but as mitigation and to provide context.

- 15.26 During the hearing Mr Eastwood acknowledged that the renewal process had gone wrong. He accepted that he had passed responsibility to his employer to complete the application when it remained his at all times. His evidence was that he had no recollection of the email of 6 December 2019 from the SRA stating that his practising certificate had been revoked. He stated that had he received such an email, he was sure that it would have prompted him to take action, as he did when he had previously been declared bankrupt.
- 15.27 Mr Eastwood denied that his conduct had lacked integrity. His case was that he believed he had made an application to renew his practising certificate in December 2019 and he believed his employers were arranging for the relevant fee to be paid directly to the SRA. His evidence was that he had not received the email from the SRA of 6 December 2019 which stated that his practising certificate had been revoked and he had, mistakenly as it turned out but nevertheless genuinely, believed that he was entitled to practise by virtue of his 2018/19 certificate being extended pending the resolution of his application. His evidence was that this was his belief until correspondence from the SRA in June 2020 informed him that he had no valid certificate and was not entitled to practise. He then submitted his renewal application on 10 September 2020. In the circumstances, Mr Eastwood submitted that the isolated incident relating to his 2019/20 practising certificate did not reach the threshold for conduct lacking integrity.

The Tribunal's Decision

- 15.28 Mr Eastwood had admitted the underlying facts that he had acted as solicitor with the three named firms during the relevant period without a practising certificate for 2019/20 being in force. Having carefully reviewed the available evidence, the Tribunal considered the admissions properly made and found the underlying facts proved to the requisite standard.
- 15.29 Principle 2 requires that all solicitors “*act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.*” The Tribunal accepted that such public trust would inevitably be undermined by a solicitor failing to comply with the foundational obligation to ensure that they had a valid practising certificate when on the Roll and employed by a regulated firm or acting as a solicitor. The Tribunal found that Mr Eastwood's admission was properly made and found the breach of Principle 2 proved to the requisite standard in relation to allegations 1.1.1, 1.1.2 and 1.1.3.
- 15.30 Paragraph 7.1 of the Code requires solicitors to follow the law and regulation governing the way they work. The Tribunal found that Mr Eastwood's admission was properly made and found the breach of Paragraph 7.1 of the Code proved on the balance of probabilities in relation to allegations 1.1.1, 1.1.2 and 1.1.3.
- 15.31 The only dispute between the parties was whether the admitted conduct also lacked integrity in breach of Principle 5 (the allegation that it was reckless is dealt with separately below). The Tribunal accepted Mr Eastwood's evidence that he had not

received the email of 6 December 2019 from the SRA which stated that his practising certificate had been revoked. The Tribunal found Mr Eastwood to be an open, honest and credible witness. He had not sought to excuse his mistakes and had accepted wrongdoing and made wide ranging admissions. The Tribunal noted that the SRA's evidence indicated that the relevant 'high volume' email had not been opened. No email following up on this theme had been sent until 15 June 2020. The Tribunal accepted Mr Eastwood's evidence that had he received such a stark email it would have stuck in his mind and led him to respond.

- 15.32 The Tribunal accepted Mr Eastwood's evidence that, following a conversation with an employee of the SRA on 4 December 2019, he thought he was entitled to continue to practice by virtue of his 2018/19 practising certificate being extended. He had conveyed this belief to his manager at Kingly Solicitors at the time (as set out in paragraph [15.6] above) stating "... *my authority to practice is continued*".
- 15.33 The Tribunal also accepted Mr Eastwood's evidence that this belief continued until he was contacted by an SRA investigator by letter dated 15 June 2020 and told he did not have a practising certificate and was not entitled to act as a solicitor. This was consistent with the contemporaneous documents to which the Tribunal was referred which showed that shortly after this date Mr Eastwood contacted senior managers in Kingly Solicitors about the non-renewal of his practising certificate and specifically about the payment of the renewal fee. It is common practice for firms to pay such fees. The Tribunal had been referred to an email sent by Mr Eastwood to the SRA on 30 June 2020 in which he stated that Kingly Solicitors was arranging for payment of the practising certificate fee.
- 15.34 Mr Eastwood had begun a renewal application online on 23 December 2019, but by his own admission had not completed this as he had not paid the application fee. His evidence was that he believed his employer, then Kingly Solicitors, would make this payment directly to the SRA and that the renewal application was otherwise complete. Mr Eastwood's evidence about events in his personal life at that time, including bankruptcy and ill-health, was stark. The Tribunal had found Mr Eastwood to be a credible and open witness, and he had a lengthy unblemished disciplinary record. The Tribunal considered that this evidence and backdrop made it more likely than not that the failure to take the necessary steps to ensure that he has a practising certificate in place was due to carelessness and mistake which did not amount to a failure to adhere to the ethical standards of the profession. Whilst carelessness could amount to conduct lacking integrity, the Tribunal noted that Mr Eastwood had engaged with the SRA and had discussed the status of his practising certificate with his employers. He had completed his renewal application, including the payment of the fee, by 10 September 2020. Given the weight of the surrounding circumstances, the Tribunal did not consider that it had been proved to the requisite standard that Mr Eastwood's conduct had lacked integrity for any of allegations 1.1.1, 1.1.2 or 1.1.3.
16. **Allegation 1.2: Mr Eastwood misled Kingly Solicitors, BHP and/or Savage Silk about the status of his practicing certificate in that:**
- 1.2.3. between 1 July 2020 and 12 August 2020 he did not inform Kingly Solicitors that he had not renewed his practising certificate for the 2019/2020 practice year;**

1.2.4. between 21 August 2020 and 10 September 2020 he did not inform BHP that he did not hold a certificate for the practising year 2019/2020;

1.2.5. on or around 25 August 2020 stated to BHP he would log onto his SRA account and print his current practising certificate when he knew or ought to have known this would not be possible because he did not hold a practising certificate for the practising year 2019/2020 at that time;

And in doing so, breached Principles 2 and/or 4 and/or 5 of the Principles and Paragraph 1.4 of the Code.

The Applicant's Case

Kingly Solicitors – Allegation 1.2.3

16.1 As set out above, in paragraph [15.12], the SRA relied upon the evidence of LC, and a copy of the underlying email, that Mr Eastwood confirmed by email on 30 June 2020 that:

“... I have gone on line and completed the necessary application which should only take a few days as its 'out of renewal season' but a payment of £223 is required and I am arranging payment/ reimbursement with [C]”.

As also set out above, LC's evidence was that:

“When I spoke to Mr Eastwood on 30 June 2020, I was under the impression he had already applied to renew his PC. This is because Mr Eastwood told me he had done so in his email to me dated 30 June 2020.”

16.2 The SRA's case was based on LC, as Kingly Solicitors' compliance officer, being satisfied the practising certificate issue had been resolved because Mr Eastwood did not get back in touch with her on the issue and there was no further contact with him. Her evidence was:

“I had assumed that if Mr Eastwood encountered any issues with his PC renewal that he would have got back in contact with me and as I had no further contact, I was satisfied that the issue had been resolved.”

16.3 It was submitted that following the email of 30 June 2020 in which Mr Eastwood had indicated a renewal application had been submitted when it had not, he remained responsible for submitting his own renewal application. Mr Rickett submitted that Mr Eastwood had been aware since 4 December 2019, as set out in relation to allegation 1.1 above, that no completed renewal application had been submitted. He was also aware that he did not submit a renewal application until 10 September 2020 (after having left the employ of Kingly Solicitors on 12 August 2020). It was alleged that he did not inform Kingly Solicitors that no application had been submitted having given the impression on 30 June 2020 this had already been done.

BHP – Allegations 1.2.4 and 1.2.5

- 16.4 The SRA’s case was that Mr Eastwood was aware that an application to renew his practising certificate for the 2019/20 practising year had not been submitted by the time the SRA intervened into Kingly Solicitors on 12 August 2020. As set out above it was also submitted that he was aware of how to log into his ‘MySRA’ account and check the status of any incomplete application.
- 16.5 Following the intervention into and closure of Kingly Solicitors, Mr Eastwood actively looked for solicitor roles which led to his employment as an Associate Solicitor at BHP. He was employed by BHP between 25 August 2020 and 10 September 2020. It was alleged that he did not disclose to BHP that he did not hold a practising certificate for the 2019/2020 practising year and/or that he had not submitted a renewal application.
- 16.6 The SRA’s case was that Mr Eastwood gave the contrary impression to BHP. The HR and Training Manager at BHP, LC, had made a note described as a “*contemporaneous note of conversation with Tony Eastwood on 25th August 2020*” which stated:
- “Welcoming tony to firm, running through a few HR policies and procedures, discussing new starter forms etc and asked for documentation requested in offer letter, including a copy of his practising certificate. Tony said he would log on to his SRA account to print this off as he didn't think he was included in the bulk [sic] renewal due to the conditions on his practising certificate but he said Coles had said they would deal with this for him”.*
- 16.7 In addition, she had stated in an internal email to a colleague within BHP, dated 25 August 2020, that:
- “Tony is going to log on to his SRA account to print this off. He has said they was an issue [sic] with his practising certificate as it wasn't included in the bulk renewal due to the conditions on it but Coles had said they were sorting this.”*
- 16.8 It was submitted that Mr Eastwood was the only person who could have submitted an individual renewal application and that he was fully aware on 25 August 2020 that he had not done this. When he made the statement that he would print a copy of the practising certificate, it was alleged that Mr Eastwood would have been fully aware that he did not have one. It was alleged that the fact a 2019/2020 practising certificate was not held was not disclosed to BHP and, on the contrary, the clear impression was given that it did exist and could simply be printed.

Alleged breaches

- 16.9 It was submitted that a failure to properly disclose to an employer that a person on the Roll of Solicitors and employed as a solicitor and/or working at a regulated firm did not hold a current and valid practising certificate would be of concern to the public. It was submitted that such conduct would undermine confidence in the profession and the validity of authorised solicitors and amounted to a breach of Principle 2.

- 16.10 It was further submitted that the failure to have an in-force practising certificate, and a failure to disclose information about the status of the practising certificate to an employer, also amounted to a breach of Paragraph 1.4 of the Code. This was on the basis that those employing and or engaging Mr Eastwood were thereby likely to be misled as to his authorised status.
- 16.11 It was alleged that Mr Eastwood had failed to act with integrity contrary to Principle 5. It was submitted that he must have known at least from 4 December 2019 that his application for renewal for the 2019/2020 practising year had not been completed and must have known that he had not properly submitted an application for renewal until this was done on 10 September 2020. He nevertheless permitted Kingly Solicitors and BHP to remain ignorant of the true situation regarding the status of his practising certificate and/or renewal application status.
- 16.12 By reference to the test in Wingate it was submitted that a solicitor acting with integrity would have taken prompt action not only to ensure their practising certificate renewal application had been properly made but that employers were kept informed. While it was acknowledged that Mr Eastwood had made some disclosure about the issues relating to his practising certificate, it was submitted that a solicitor acting with integrity would have provided candid disclosure regarding the status of the practising certificate, including following receipt of relevant SRA correspondence regarding its status. It was submitted that Mr Eastwood's conduct therefore lacked integrity and breached Principle 5.

Allegation of dishonesty

- 16.13 It was alleged that Mr Eastwood had behaved dishonestly, in breach of Principle 4. The SRA relied upon the test for dishonesty formulated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67:

“When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people.”

- 16.14 As set out above, the SRA's case was that Mr Eastwood was aware from at least 4 December 2019 that he had not submitted an application for the renewal of his practising certificate for the 2019/2020 practising year but notwithstanding this continued in and/or accepted employment at regulated firms without making an application for renewal until 10 September 2010 and/or without a practising certificate having been granted.
- 16.15 It was alleged that Mr Eastwood:

- was aware his practising certificate for the 2019/2020 practising year had not been renewed;
- was aware from at least 4 December 2019 it was his personal responsibility to submit a renewal application;
- had started an application on 23 December 2019 and would have been aware he had not submitted an application until an application was submitted on 10 September 2020;
- held out to the SRA and Kingly Solicitors an application had been submitted on 30 June 2020 when he would have known it had not been submitted and this was incorrect; and
- held out on 25 August 2020 to BHP that a copy of his current practising certificate would be printed from his 'MySRA' account when he would have known this would not be available as a renewal application had not been submitted.

16.16 Throughout the relevant period, between 1 July and 25 August 2020, while employed in solicitor roles by Kingly Solicitors and BHP, it was submitted that the status of Mr Eastwood's practising certificate required full and candid disclosure and updates to his employers. He was aware he was continuing to work for regulated firms and of the requirement to submit a renewal application for his practising certificate for the 2019/2020 practising year. He had failed to do so for almost a year. It was alleged that his employers were misled and prospective and/or engaged clients were likely to have been misled into thinking that he was entitled to act as a solicitor when he was not.

16.17 It was submitted that knowingly continuing to act as a solicitor while employed as a solicitor within a regulated firm without a valid practising certificate, and failing to disclose and/or misleading his employer about the status of his practising certificate, would be considered by ordinary, decent people to be dishonest.

The Respondent's Case

16.18 In his Answer, Mr Eastwood admitted the underlying facts alleged in allegations 1.2.3 and 1.2.4. He also admitted the underlying facts alleged in allegation 1.2.5 in part.

Kingly Solicitors – Allegation 1.2.3

16.19 Mr Eastwood's case was that he understood that his employer was arranging direct payment to the SRA in relation to the renewal application he considered he had made in December 2019. Following illness in February and March of 2020 Mr Eastwood stated that he was partially furloughed during the first national Covid lockdown and then most of his time was spent supporting colleagues with a "chaotic" position at Kingly Solicitors.

16.20 Mr Eastwood was contacted by an SRA investigator in June 2020. Mr Eastwood's evidence was that it was a surprise to be informed that he did not have a practising certificate. He said by then the issue had completely left his mind and that he considered he had applied and payment had been processed by his employer. After

learning that he had no practising certificate Mr Eastwood stated that he contacted his then manager and agreed to “take a back seat” and junior counsel was arranged to cover one of his cases.

- 16.21 Mr Eastwood stated that he then spoke to the Compliance Director of Kingly Solicitors several times. He stated that he had told her that he had made a renewal application but that it had not been completed as payment had not been made. He told the Tribunal that he recalled trying to use his ‘My SRA’ account again to complete the application and sending an email about only paying a portion of the practising fee.
- 16.22 The Tribunal was referred to an email dated 30 June 2020 from Mr Eastwood to the SRA in which he stated that Kingly Solicitors’ Compliance Director was arranging payment for his practising certificate. The SRA intervened into Kingly Solicitors on 12 August 2020. The allegation that his conduct between 1 July and 12 August 2020 lacked integrity was denied on the basis that he had taken steps to remedy the position and Kingly Solicitors were aware of the position, their Compliance Director having agreed to arrange for payment to the SRA on his behalf following numerous conversations with Mr Eastwood.

BHP – Allegations 1.2.4 and 1.2.5

- 16.23 Mr Eastwood described having a short period of unemployment after the intervention into Kingly Solicitors. He was then offered a position with BHP, subject to resolution of the practising certificate issue which he stated had been discussed during his interview.
- 16.24 Mr Eastwood admitted that he did not ensure that the renewal application was completed before accepting the offer of employment. In his Answer he stated this was due to carelessness.
- 16.25 Mr Eastwood’s evidence was that in his mind it was straightforward to complete the application via his ‘MySRA’ account and download the practising certificate. He stated that in the days after he started with BHP he introduced various contacts and clients to the firm and said that starting with BHP represented a huge change for him, it being the first time he had been part of a team.
- 16.26 In his oral evidence Mr Eastwood stated that it quickly came to light that he did not have a practising certificate (his employment with BHP having started on 25 August 2020). He stated that he duly went online and completed the application (including making the necessary payment).
- 16.27 Mr Eastwood’s case was that whilst his practising certificate was only issued on 17 December 2020, he had made his application by 10 September 2020. This was the day on which his employment with BHP was summarily terminated by that firm on the basis that Mr Eastwood did not hold a current valid practising certificate. Mr Eastwood’s evidence was that he had told BHP that he had completed this online application.

- 16.28 Whilst the allegation did not relate to Mr Eastwood's subsequent employment at Savage Silk, following the withdrawal of those allegations, he made reference to emails from the SRA that he had shared with that firm at his interview. The Tribunal was referred to an email from the SRA to Mr Eastwood dated 17 September 2020 which acknowledged receipt of his application, and stated:

"If you hold a current 2018/2019 PC, you can continue to practise with this, subject to any conditions imposed, while we decide."

Mr Eastwood's stated that he now understood that this was "only partially correct" in his case, as his practising certificate for 2018/19 had been revoked, but that Savage Silk had initially been content to employ him on the strength of this and he had been transparent about his position and had shared all emails with the firm.

Alleged breaches

- 16.29 Allegation 1.2.3 (relating to Kingly Solicitors and the period 1 July to 12 August 2020) was admitted on the basis that Mr Eastwood had told Kingly Solicitors that he had made the application to renew his practising certificate when this application had not in fact been completed as the fee had not been paid. After his email to Kingly Solicitors on 30 June 2020 Mr Eastwood said these issues "*had been put on the back burner*" and whilst he had corresponded with managers within Kingly Solicitors about the payment of his application fee, this had not been made. He admitted breaching Principle 2 on that basis. Mr Eastwood denied that his conduct had lacked integrity in breach of Principle 5. His evidence was that he had not wilfully sought to mislead anyone. Mr Eastwood accepted that he had been "grossly careless" but always intended to get to the task of the renewal of his practising certificate but had failed to do so adequately. He submitted that despite the acknowledged shortcomings of his conduct, it did not amount to a failure to adhere to the ethical code of the profession. He denied the alleged breach of Paragraph 1.4 of the Code on the same basis that he had not sought to mislead and had instead been grossly careless.
- 16.30 Allegation 1.2.4 (relating to BHP and the period 21 August to 10 September 2020) was admitted on the same basis; he admitted he had failed to inform BHP in this period that his practising certificate had not been successfully renewed. Again, Mr Eastwood admitted that public trust would thereby be undermined in breach of Principle 2. He also submitted again that whilst his conduct had been grossly careless it had not reached the threshold of lacking integrity or breaching Paragraph 1.4 of the Code.
- 16.31 Allegation 1.2.5 (relating to BHP and the statement made on 25 August 2020) was also admitted. Mr Eastwood stated that he did, as alleged, state that he would log into his 'MySRA' account and print off his practising certificate when he did not hold one. He accepted that public trust would be undermined by such conduct in breach of Principle 2. On the basis that his intention was to complete the online process very promptly, which he accepted he had failed to do, he again submitted that his conduct had not lacked integrity in breach of Principle 5 or breached Paragraph 1.4 of the Code.

Response to allegation of dishonesty

16.32 Mr Eastwood denied dishonesty in relation to all elements of allegation 1.2. This was on the basis that he had been grossly careless but had not sought to mislead anyone. At Kingly Solicitors he had been in communication with the firm about the payment of the fee for his application and had believed the payment would be made directly to the SRA. At BHP he had considered that the remaining issues with the practising certificate could be simply remedied online but had failed to take the necessary steps to remedy them promptly. He submitted that such conduct represented a significant professional failure but did not amount to dishonest conduct.

The Tribunal's Decision

16.33 The Tribunal agreed with Mr Eastwood's characterisation of his conduct on these issues as extremely careless. The Tribunal considered the risk of practising as a solicitor without a practising certificate was a serious one which all solicitors must be alive to and guard against.

16.34 The Tribunal found that Mr Eastwood's factual admissions were properly made and accordingly found proved that:

- he told Kingly Solicitors on 30 June 2020 that he had made an application to renew his practising certificate when this application had not in fact been completed as the fee had not been paid;
- whilst he thereafter discussed and corresponded about the payment of the fee with Kingly Solicitor between 1 July and 12 August 2020 he did not inform them that his statement had been incorrect and his practising certificate had not been renewed;
- he did not inform BHP between 21 August and 10 September 2020 that his practising certificate had not been successfully renewed; and
- that he stated to BHP on 25 August 2020 that he would log into his 'MySRA' account and print off his practising certificate when he did not hold one.

16.35 The Tribunal accepted the SRA's submission, and Mr Eastwood's admission, that such conduct would inevitably undermine public trust and confidence in the solicitors' profession and legal services provided by authorised persons. The Tribunal found the breach of Principle 2 proved to the requisite standard in relation to allegations 1.2.3, 1.2.4 and 1.2.5.

16.36 By way of context for the above findings, the Tribunal had accepted Mr Eastwood's evidence that he had not received or was unaware of the email from the SRA dated 6 December 2019 which stated that his practising certificate had been revoked. The SRA's Head of Digital Communications had stated in his evidence that the email was not opened and the Tribunal accepted that this was not deliberate. The documents before the Tribunal indicated that Mr Eastwood had engaged with every other email from the SRA in relation to his practising certificate.

- 16.37 The Tribunal found that it was more likely than not that Mr Eastwood's account of his conversation with 'David' of the SRA on 4 December 2019 was accurate. Mr Eastwood had emailed the Kingly Solicitors office manager on 4 December 2019 making reference to his conversation and stating that:

"I have spoken to a helpful man at the SRA (David) who has confirmed to my relief that my authority to practice is continued but as I had conditions on my certificate imposed in May, I was not eligible for 'bulk renewal'"

- 16.38 The evidence of the SRA's Team Leader in the Authorisations Department, KK, was that there was a 'David' in the SRA's Contact Centre at this time but that recordings of calls were only retained for six months and so any recording was unavailable. KK's evidence was that on 4 December 2019:

"the practising certificate for 2018/2019 was still in place and he could continue to practise as revocation of Mr Eastwood's 2018/2019 practising certificate did not happen until 6 December 2019."

- 16.39 The Tribunal found that Mr Eastwood was told on 4 December 2019 that he was entitled to practise by virtue of his 2018/19 practising certificate and was not aware of the email of 6 December 2019 informing him that this 2018/19 practising certificate had been revoked. The Tribunal found that Mr Eastwood was aware that he was required to complete an individual renewal application but accepted that the urgency of this requirement would have been significantly diminished by the belief that he had a valid certificate in-force and was entitled to practise. The Tribunal nevertheless considered that the failure to make the necessary payment, or check that Kingly Solicitors had done so, was a significant professional failing.

- 16.40 As indicated above, the Tribunal found it was more likely than not that Mr Eastwood's belief that he was entitled to practise by virtue of his 2018/19 practising certificate continued until the email from the SRA dated 15 June 2020 informed him that he did not have a valid practising certificate. His renewal application, with the payment of the relevant fee, was completed on 10 September 2020. The period during which he was aware that he was not entitled to practice and an application for renewal was urgently needed was accordingly just under three months.

- 16.41 The Tribunal accepted that Mr Eastwood had not simply ignored these issues but had taken various steps towards resolving them which were, by his own admission, insufficiently urgent or thorough. The Tribunal accepted the evidence that Mr Eastwood considered he could resolve these issues quickly and simply online.

- 16.42 The Tribunal did not consider that the alleged breaches of Principle 5 or Paragraph 1.4 of the Code were proved to the requisite standard. Applying the test set out in Wingate, the Tribunal did not find that Mr Eastwood's conduct amounted to a failure to adhere to the ethical standards of the profession. The context for the admitted conduct in paragraph 16.33 was Mr Eastwood's genuine belief that he could remedy the issues and renew his practising certificate online quickly and easily. The Tribunal found that Mr Eastwood believed he could promptly 'make good' the statements he had made to Kingly Solicitors (allegation 1.2.3) and BHP (allegations 1.2.4 and

1.2.5). Mr Eastwood had not ignored these issues, he had been in dialogue with both Kingly Solicitors and BHP, and, following the email of 15 June 2020, with the SRA. The failings with which these allegations were concerned ran from 1 July 2020 to 10 September 2020. They followed a period of intense personal upheaval. Assessed in this context, the Tribunal did not find that it had been proved that Mr Eastwood had failed to meet the ethical requirements of the profession or had misled or attempted to mislead his employers in relation to allegations 1.2.3, 1.2.4 and 1.2.5.

Findings on dishonesty

16.43 The Tribunal accepted the summary of the test for dishonesty provided by the parties. When considering the allegation of dishonesty, the Tribunal applied the test in Ivey. Accordingly, the Tribunal adopted the following approach:

- firstly, the Tribunal established the actual state of Mr Eastwood’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held;
- secondly, once that was established, the Tribunal then considered whether this conduct would be thought to have been dishonest by the standards of ordinary decent people.

16.44 As to the state of his knowledge, the Tribunal had found that Mr Eastwood had made misleading comments to Kingly Solicitors and BHP but had done so in the genuine belief that he could quickly and easily resolve the issue. He had been in dialogue with these firms and the SRA during the period with which allegations 1.2.3, 1.2.4 and 1.2.5 were concerned. This had included the possibility of Kingly Solicitors paying the renewal fee. The relevant period followed very significant personal upheaval and a work environment which was new to him and which he described as chaotic. Mr Eastwood had known that the application needed to be completed, including the payment of the fee, but had failed to ensure this happened until 10 September 2020. He had given the matter insufficient priority but had genuinely believed that it was manageable and resolvable and that he could ‘make good’ the statements he had made to his employers.

16.45 Applying the objective standards of ordinary, decent people, the Tribunal found that such conduct was concerning and had fallen below the standards expected of solicitors. However, the Tribunal did not consider that the conduct, considered in context and taking account of Mr Eastwood’s genuine belief as summarised above, would be regarded as dishonest.

17. **Allegation 2: Recklessness was also alleged with respect to both of the above allegations.**

The Applicant’s Case

17.1 The SRA relied on the test for recklessness adopted by Wilkie J in Brett v SRA [2014] EWHC 1974 at [78]:

"I remind myself that the word "recklessly", in criminal statutes, is now settled as being satisfied:" with respect to (i) a circumstance when he is aware of a risk that it exists or will exist and (ii) a result when he is aware that a risk will occur and it is, in circumstances known to him, unreasonable for him to take the risk "(See R v G [2004] 1AC 1034 Archbold para 11-51.) I adopt that as the working definition of recklessness for the purpose of this appeal."

- 17.2 The SRA's case was that Mr Eastwood was reckless as to all or any of the following:
- The risk that he would not have a valid practising certificate while employed as a solicitor in the 2019/2020 practising year;
 - The risk that employers would be misled that he was qualified to act as a solicitor when he was not without a valid practising certificate for the practising year 2019/2020;
 - The risk that clients would similarly be misled.
- 17.3 It was alleged that Mr Eastwood was fully aware of these risks and did not take appropriate steps to address them:
- He was aware since at least 4 December 2019 aware he was personally responsible for submitting an application for renewal;
 - He was sent notification on 6 December 2019 that his practising certificate for 2018/19 had been revoked;
 - He was fully aware of how to check 'MySRA' to establish the status of his practising certificate;
 - He started an application on 23 December 2019 but this remained in draft and no application was actually submitted until 10 September 2020;
 - He was notified by the SRA on 15 June 2020 that he did not have a practising certificate but did not submit a renewal application until 10 September 2020;
 - He stated to the SRA and Kingly Solicitors on 30 June 2020 that an application for renewal had been submitted when it had not;
 - He continued to work at Kingly Solicitors while no renewal application had been properly submitted;
 - He accepted employment at BHP and advised BHP that a copy of his practising certificate would be printed from his 'MySRA' account knowing or not having checked that this would not be possible;
 - He was notified by the SRA in June, August and September 2020 that he was practising without a practising certificate.

- 17.4 It was alleged that irrespective of whether previous employers were responsible for payment and/or reimbursement of the renewal fees, Mr Eastwood failed to take adequate steps to ensure the timely payment and submission of a renewal application. It was alleged that not only did Mr Eastwood's recklessness create a risk that employers would be misled but that this risk materialised in that Kingly Solicitors and BHP were actually misled:
- Kingly Solicitors believed the situation with his practising certificate was resolved following Mr Eastwood's representation that an application had been submitted on 30 June 2020 when it had not; and
 - BHP employed him on the basis that a practising certificate was held when it was not. The employment was ended when the true status of Mr Eastwood's practising certificate was established.

The Respondent's Case

- 17.5 In his evidence to the Tribunal Mr Eastwood accepted that he had been "grossly careless" and had not resolved the issues with his practising certificate with sufficient urgency. He denied having seen the email of 6 December 2019 from the SRA stating that his practising certificate had been revoked. He had taken steps to resolve the various issues albeit without success until the application he submitted on 10 September 2020, having been notified by the SRA in June 2020 that he did not have a practising certificate. This had come as a surprise to him for the reasons set out above under the previous allegations. He stated that he had "jumped at" the chances to be re-employed and had thought the issue could be speedily resolved. In these circumstances Mr Eastwood denied that his conduct had been reckless, although during cross-examination accepted that it could be seen as such.

The Tribunal's Decision

- 17.6 The Tribunal applied the test for recklessness from Brett summarised above.
- 17.7 In relation to allegations 1.1.1, 1.1.2 and 1.1.3, the Tribunal had found that Mr Eastwood had acted as a solicitor without a valid practising certificate for various periods between 6 December 2019 and 11 November 2020. For the reasons set out above in relation to the previous allegations, the Tribunal had found that he was unaware of the email from the SRA of 6 December 2019 and only learned that he was not entitled to practise by virtue of his 2018/19 practising certificate having been extended when the SRA informed him of this by email dated 15 June 2020. He completed his application for a practising certificate on 10 September 2020. It was during this period that Mr Eastwood was aware that there was risk associated with acting as a solicitor.
- 17.8 The findings made in relation to the previous allegations reflected the fact that the public and profession would expect him to do more to resolve the issues with the 2019/20 practising certificate much more promptly. Mr Eastwood had acknowledged the importance of a valid practising certificate and was familiar with the renewal process. He had acknowledged during cross-examination, and during his closing submissions, that his conduct could be regarded as reckless. The Tribunal found that

he was aware from 15 June 2020 that there was a risk in acting as a solicitor without a practising when he was required to have one. This was a significant risk which was only adequately addressed when he completed the renewal application on 10 September 2020. The first element of the test in Brett was made out.

- 17.9 However, the Tribunal did not find that it had been proved that Mr Eastwood went on to take that risk unreasonably. As set out in relation to the previous allegations, he had genuinely believed he could resolve the issue quickly and easily by completing the application via his 'MySRA' account. He had been in dialogue with Kingly Solicitors, BHP and the SRA on the issue, and for at least some of the relevant period he was continuing to explore the possibility of his employer meeting the cost of the renewal, something which was a fairly standard practice in the profession. On 30 June 2020 Mr Eastwood received an email from his line manager at Kingly Solicitors which appeared to state that the payment of the necessary fee was being addressed by that firm. On 17 September 2020 the SRA had sent an email which indicated that if Mr Eastwood held a practising certificate for 2018/19 he could continue to practice. The Tribunal considered that Mr Eastwood took steps to address the risk he perceived. Whilst the findings made in relation to other allegations indicated he did not do enough, the Tribunal did not find that he had unreasonably taken an identified risk in relation to allegations 1.1.1, 1.1.2 or 1.1.3 and the allegation of recklessness was not proved.
- 17.10 In relation to allegations 1.2.3, 1.2.4 and 1.2.5, the Tribunal had found that Mr Eastwood had misled Kingly Solicitors and BHP about the status of his practising certificate. For the reasons set out above, the Tribunal had also found that he genuinely believed that he could make good the statements he had made quickly and easily and that he had been in extensive dialogue with both firms and the SRA about his practising certificate. Viewed in the context of this belief and this dialogue, and particularly given the positive steps he was taking to resolve the issues with his practising certificate, the Tribunal did not consider that Mr Eastwood had unreasonably taken a risk that he had perceived. The Tribunal found that it had not been proved that Mr Eastwood acted recklessly in relation to allegations 1.2.3, 1.2.4 and 1.2.5. The Tribunal accepted Mr Eastwood's characterisation that his conduct had been grossly careless.

Previous Disciplinary Matters

18. There were no previous Tribunal findings.

Mitigation

19. Mr Eastwood accepted that he had little excuse for his gross carelessness and lack of proactivity. The lack of any regulatory history was a mitigating factor. Over 35 years of practice he submitted that he had done much to assist the profession. This included 5 or 6 years as a duty solicitor scheme administrator which ensured that some courts and police stations were covered by solicitors. Over a similar period he had been an area committee member for the legal services commission and attended meetings voluntarily to assist with appeals against funding decisions. He had also been a member of his local law society and been president in 2008/09. He had been the

managing partner of his firm and had passed back everything he had accrued into the practice.

20. The misconduct fell across the period when Covid-19 greatly affected work and society across the country. For a significant period (two or three months) of the ten months when he was without a practising certificate, he had either been off work due to ill-health or due to furlough or suspension.
21. Mr Eastwood stated that he had cooperated with the SRA and made admissions at an early stage. The Tribunal had found for him in all the allegations he had denied.
22. Mr Eastwood told the Tribunal that he had given notice to his employer as he stated that he required a greater degree of secretarial support than was available and he also had further health issues which needed to be managed. He had accordingly applied for Universal Credit. He had also made applications for other positions and assisted with his wife's small-scale business.
23. Mr Eastwood had provided a signed statement of financial means containing a statement of truth and he invited the Tribunal to take this into account. The statement of means revealed a current deficit and he stated that having drawn down money from his pension fund he was living off this money, the balance of which was £4,700, until he secured another position. He stated that he would be unable to meet any substantial figure and indicated that he estimated he could offer £50 per month.
24. In relation to sanction, Mr Eastwood stated that he cherished the ability to practise and sought above all to avoid a strike-off. Having reviewed the Tribunal's guidance he stated that he would accede with any decision taken by the Tribunal.
25. Mr Eastwood had apologised for his conduct and accepted it fell short of the standard expected of solicitors in an important area.

Sanction

26. The Tribunal referred to its Guidance Note on Sanctions (9th Edition/December 2021) when considering sanction. The Tribunal assessed the seriousness of the misconduct by considering the level of Mr Eastwood's culpability and the harm caused, together with any aggravating or mitigating factors.
27. In assessing culpability, the Tribunal found the misconduct did not have a deliberate motivation behind it. It represented a failure to take necessary steps promptly or proactively enough. Mr Eastwood's focus had to some extent been affected by issues in his personal life and upheaval in his professional life. He had had full control of the circumstances of his conduct, was very experienced and had detailed knowledge of the practising certificate renewal process. As stated above, he had genuinely considered the issues with his certificate could be easily and quickly resolved and had been in dialogue with his employers and the SRA about this and the payment of the fee. He had not misled the SRA. The Tribunal considered the misconduct to be the result of sloppiness and carelessness rather than deliberate.

28. The Tribunal then turned to assess the harm caused by the misconduct. The reputation of the profession was inevitably harmed by the misconduct which related to a foundational requirement of practice. There had been no other specific harm caused, other than the time and some degree of disruption caused to Kingly Solicitors and BHP.
29. The Tribunal did not consider that any of the aggravating factors listed in the Sanctions Guidance were present in Mr Eastwood's conduct, other than the fact that he ought reasonably to have known that his conduct was in material breach of his obligations to protect the reputation of the profession.
30. In mitigation, the Tribunal had found Mr Eastwood very open, both with the SRA and during the hearing. The misconduct related to a relatively brief duration, primarily between June 15 and 10 September 2020 in an otherwise long and unblemished career. He had made frank admissions and the Tribunal considered that he had displayed genuine insight into the misconduct and remorse.
31. The Tribunal had regard to the Sanctions Guidance and to assess the appropriate sanction began with No Order and worked up in terms of seriousness until a fair and proportionate sanction was arrived at. The requirement to hold a valid practising certificate has been described above as a foundational requirement of practice. The failure to take the proactive steps necessary were reflected in the findings that public trust had been undermined in breach of Principle 2. Despite the strong mitigating factors present, the Tribunal found that the seriousness of the misconduct meant that imposing No Order was not appropriate and would not adequately protect the reputation of the profession.
32. The Tribunal then considered imposing a Reprimand. The Tribunal considered that the following factors from the illustrative list set out in [25] of the Sanctions Guidance were relevant:
 - *the respondent's culpability is low.*
 - *there is no identifiable harm caused to any individual.*
 - *the risk of any such harm is negligible.*
 - *the likelihood of future misconduct of a similar nature or any misconduct is very low.*
 - *evidence of genuine insight, assessed by the Tribunal on the basis of facts found proved and the respondent's evidence.*
33. Bearing in mind the context and mitigating factors of the misconduct found proved, the Tribunal considered that imposing a Reprimand would adequately protect the public and the reputation of the legal profession and that the misconduct did not require a greater sanction. The Tribunal was confirmed in this view by the strong personal mitigation that Mr Eastwood had presented about the continuing effects of the health, financial and professional upheaval in his life in early 2020. Failure to ensure that a valid practising certificate was held when required was a significant

professional failing, but in the circumstances and for the reasons summarised above and reflected in the findings on integrity, recklessness and dishonesty, the Tribunal determined that a sanction of the imposition of a Reprimand was sufficient and appropriate. Having so determined, the Tribunal did not go on to consider further potential sanctions.

Costs

34. The SRA's costs of £23,550 were set out in a schedule dated 5 April 2020. Mr Rickett addressed the Tribunal by reference to paragraph [69] of the Sanctions Guidance which concerned some allegation not being proved. Mr Eastwood had provided information in his Answer about a conversation with 'David' of the SRA and following investigations the SRA had properly withdrawn allegations 1.2.1 and 1.2.2 (having initially brought the allegations properly on the evidence available). Similarly, information provided by Mr Eastwood about conversations he had had with Savage Silk also led to investigations which resulted in allegations 1.2.6 to 1.2.8 being withdrawn. The SRA had kept its case under review and had responded properly to new information when it became available.
35. In response to a question from the Panel about whether the SRA could have known earlier that Mr Eastwood had not been aware of the email of 6 December 2020, Mr Rickett submitted that given the statement taken which indicated that the email had been delivered and had not 'bounced back' it was entirely reasonable to proceed on the basis that the email had been received. Mr Eastwood had responded to other emails sent to the same address.
36. In terms of the allegations not proved, Mr Rickett submitted it had been reasonable to pursue these on the basis of the available evidence. Mr Eastwood's email of 30 June 2020 had given the impression he had completed an application when this was not the case and this was the impression gained by the witness from Kingly Solicitors. Similarly, the managing partner of BHP had formed the impression that Mr Eastwood had a practising certificate when he did not. It was submitted to be fair to bring the allegations of lack of integrity and dishonesty to the Tribunal to be determined on the basis of this evidence.
37. Mr Rickett submitted that the costs claimed were reasonable and proportionate. He acknowledged that the hearing had taken two rather than three days and stated that whilst the fees were based on a fixed-fee the time incurred meant they equated to a blended notional hourly rate of around £114 which he submitted was reasonable.
38. Mr Rickett acknowledged that financial means may be significant in this case and noted that Mr Eastwood had indicated he could make a payment of £50 per month and had outlined his future employment plans. Mr Rickett invited the Tribunal to make such costs order as it considered appropriate having reference to Mr Eastwood's means.
39. Mr Eastwood addressed the Tribunal by reference to Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019. He stated that he could not criticise the SRA's conduct of the proceedings which he described as reactive and speedy. He submitted

that the fixed-fee appeared high at first blush but said the blended nominal hourly rate appeared reasonable.

40. Mr Eastwood stated that after the intervention into Kingly Solicitors in 2020, when he was unemployed, he had considered setting up a consultancy firm dealing in non-reserved matters and employment law in particular. Having retired from Savage Silk recently he stated that this was a possibility again. The company he had registered had no website and was not operating and was something he may seek to establish in the future.
41. Mr Eastwood invited the Tribunal to take into account his financial means, which were summarised above under the mitigation heading.
42. The Tribunal assessed the costs for the hearing. The Tribunal had heard the case and considered all of the evidence. Mr Eastwood had successfully defended all of the contested elements at the substantive hearing. The Tribunal considered that a fuller review of the SRA's case should have revealed the evidential weakness in relation to the key email of 6 December 2019 which had the potential to change the complexion of certain events which followed until the subsequent email of 15 June 2020. The heart of the case were the allegations of conduct lacking integrity and dishonesty which had failed. The Tribunal considered the case had nevertheless been properly brought and the SRA had responded information presented in the Answer by withdrawing allegations appropriately. In all the circumstances, the Tribunal determined that the costs claimed should be reduced by 50% to reflect the fact that Mr Eastwood had successfully defended the allegations which remained contested at the substantive hearing balanced with the fact that the proceedings were properly brought and pursued and findings of breaches of Principle 2 had been made. The 50% reduction reduced the costs to £11,775. The case had concluded one day earlier than anticipated and the Tribunal considered this should also be reflected in the costs by a further reduction to £11,000.
43. Mr Eastwood had put forward a statement of means which the Tribunal reviewed in detail. The Tribunal accepted that it was obliged to take his means into account. The Tribunal accepted that it should not order Mr Eastwood to pay more than he could realistically pay in a costs award, although the ability to pay instalments over an extended period was a relevant factor. Based on the statement of means the proposed payment figure of £50 per month looked realistic and as though a higher figure would not be. The Tribunal considered that an order calculated by reference to Mr Eastwood making this payment for 36 months represented a reasonable and proportionate approach to costs in Mr Eastwood's particular circumstances. The Tribunal duly determined that Mr Eastwood should pay the SRA's costs in the sum of £1,800.

Statement of Full Order

44. The Tribunal ORDERED that the Respondent Anthony Gerard Eastwood, solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £1,800.

Dated this 18th day of May 2022
On behalf of the Tribunal

JUDGMENT FILED WITH THE LAW SOCIETY
18 MAY 2022

G Sydenham
Chair