

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12326-2022

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

DEAN TRENT COPLEY

Respondent

---

Before:

Mr R Nicholas (in the Chair)

Mr E Nally

Mrs S Gordon

Date of Hearing: 30 May 2022

---

## **Appearances**

There were no appearances as the matter was dealt with on the papers.

---

## **JUDGMENT ON AN AGREED OUTCOME**

---

## **Allegations**

1. The allegations made against the Respondent within the Rule 12 Statement dated 19 April 2022 were that while in practice as a solicitor at Gateley PLC (“the Firm”), he:
  - 1.1 On 25 January 2016, improperly accepted payment of £2,500 into his personal bank account from Company A, and in doing so breached all or any of Principles 2 and 6 of the SRA Principles 2011 (the Principles).
  - 1.2 From 25 January 2016 onwards, failed to declare the payment of £2,500 to his employer, the Firm, and in doing so breached all or any of Principles 2 and 6 of the Principles;
  - 1.3 On 1 December 2016, sent an e-mail to Company A, from his personal e-mail account requesting a benefit, above and beyond any agreed professional fees, for introducing Company A to a business partner. In doing so, he breached Principle 6 of the Principles;

## **Admissions**

2. The Respondent made admissions to all Allegations in the Rule 12 Statement. These admissions were made on basis that he genuinely believed he was entitled to accept the gift in January 2016 and that he was unaware of any duty to disclose the same to his employer.
3. However, he accepted that he should have been aware of the risks that he was not entitled to receive this gift, and so therefore accepted that it was incumbent upon him to make enquiries with his employer.
4. In failing to act in that manner, the Respondent accepted this conduct placed him in breach of Principles 2 and 6 in relation to Allegations 1.1 and 1.2.
5. In so far as Allegation 1.3 is concerned, the Respondent maintained that he sent the e-mail to Company A in December 2016 to secure an enhanced or further fee for his employer. However, he accepted that the wording of the e-mail, when viewed objectively, could be seen as him seeking a financial benefit for himself.
6. On this basis, the Respondent accepted that the sending of this e-mail constituted a breach of Principle 6 of the Principles.
7. The basis was not accepted by the Applicant, however, both the Applicant and the Respondent agreed that it would be neither proportionate, nor in the public interest, for there to be a resolution of the factual dispute that remained given the level of sanction that was being advanced in the proposed Agreed Outcome.

## **Documents**

8. The Tribunal had before it the following documents:-
  - The Form of Application dated 19 April 2022

- Rule 12 Statement dated 19 April 2022
- Statement of Agreed Facts and Proposed Outcome submitted 24 May 2022

## **Background**

9. The Respondent is a solicitor who was admitted to the Roll on 1 September 1988. At the time of these allegations, the Respondent was in practice as a solicitor and Partner at the Firm.

## **Application for the matter to be resolved by way of Agreed Outcome**

10. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions (9<sup>th</sup> Edition).

## **Findings of Fact and Law**

11. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to the Respondent'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.
12. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
13. The Tribunal had respectful regard to the observation of Sir Thomas Bingham MR (as he then was) in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

*“to maintain the reputation of the solicitors’ profession as one in which every member, of whatever standing, may be trusted to the ends of the earth...”*

14. With respect to the Respondent's conduct the Tribunal noted that he had been on the Roll for nearly twenty-eight years at the time of the first of these allegations and he was therefore a solicitor with extensive experience, and he should have been well acquainted with the rules regarding the acceptance of gifts. There had been an element of concealment with respect to the gift and also evidence of some pre-planning on his part with respect to the e-mail sent in December 2016, appearing to be an attempt by the Respondent to elicit further payment from one of his employer's clients.
15. The Tribunal considered that the public are entitled to expect that members of the legal profession handle gifts from clients in accordance with any internal policies created by their employer. To do otherwise threatens the confidence and trust the public places in solicitors to handle their funds.
16. Further, whilst the gift received by the Respondent in January 2016 was made voluntarily, his client CL expressed dismay at receiving a request for further payment in December 2016. Seeking to elicit a further such payment from a client, who was

already paying fees to the Respondent's employer, further threatens the public's trust and confidence in the profession, as well as harming the reputation of the profession.

17. The Tribunal noted and gave due weight to the mitigating factors in this case; the Respondent's consistent explanation; his co-operation with the Applicant and that there had been no allegations of dishonesty raised against him.
18. The Tribunal referred to its Guidance Note on Sanctions (9<sup>th</sup> Edition) and considered that neither a reprimand nor a fine was sufficient, but that neither the protection of the public nor the protection of the reputation of the profession required the Respondent to be struck off the Roll of solicitors.
19. Considering the facts of this case, the seriousness of the misconduct and to give effect to the purpose of sanction, the Tribunal agreed that this case fell in a bracket in which a period of suspension was appropriate.
20. The Tribunal viewed the Respondent's agreement to be suspended from the Roll for a period of twelve months and to pay a contribution to costs to the SRA in the sum of £12,000.00 to be a proportionate resolution of the matter.

#### **Statement of Full Order**

21. The Tribunal Ordered that the Respondent, DEAN TRENT COPLEY, solicitor, be suspended from practice as a solicitor for the period of 12 months to commence on the 30 day of May December 2022 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,000.00.

Dated this 10<sup>th</sup> day of June 2022

On behalf of the Tribunal

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**10 JUN 2022**

R Nicholas  
Chair

Amended under the Slip Rule 29.06.2022

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**  
**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**  
**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

**Applicant**

**and**

**DEAN TRENT COPLEY**

**Respondent**

---

**STATEMENT OF AGREED FACTS AND OUTCOME**

---

**Introduction**

1. By a statement made by Hannah Lane on behalf of the Solicitors Regulatory Authority Limited (“the SRA”) pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 19 April 2022 (“the Rule 12 statement”), the SRA brought proceedings before the Tribunal making allegations of professional misconduct against the Respondent, set out below. Definitions and abbreviations used herein are those set out in the Rule 12 Statement.
2. The Respondent is prepared to make admissions to all Allegations in the Rule 12 Statement, as set out in this document. These admissions are made on basis which is set out at paragraphs 58 to 59 below. Whilst that basis is not accepted by the Applicant, both the Applicant and the Respondent agree that it would be neither proportionate, nor in the public interest, for there to be a resolution of the factual dispute that remains given the level of sanction that is being advanced in this proposed Agreed Outcome.

**Admissions**

3. The Respondent admits all of the allegations made against him in the Rule 12 statement:

*The allegations against the Respondent, Dean Trent Copley, made by the SRA, are that, while in practice as a solicitor at Gateley PLC (“the Firm”56wq), he:*

- 1.1. *On 25 January 2016, improperly accepted payment of £2,500 into his personal bank account from Company A, and in doing so breached all or any of Principles 2 and 6 of the SRA Principles 2011;*
- 1.2. *From 25 January 2016 onwards, failed to declare the payment of £2,500 to his employer, the Firm, and in doing so breached all or any of Principles 2 and 6 of the SRA Principles 2011;*
- 1.3. *On 1 December 2016, sent an e-mail to Company A, from his personal e-mail account requesting a benefit, above and beyond any agreed professional fees, for introducing Company A to a business partner. In doing so, he breached Principle 6 of the SRA Principles 2011.*

## **Agreed Facts**

### *Professional Details*

4. The Respondent is a solicitor (SRA ID: 139430) who was admitted to the Roll on 1 September 1988. At the time of these allegations, the Respondent was employed as a Partner by the Firm. The Respondent joined the Firm on 1 August 2010.

### *Initial report of the matter*

5. The Respondent's work at the Firm brought him into contact with two of the Firm's clients: Company A and Company B (both of which are property development companies). The companies, on occasion, carried out redevelopment joint ventures together. Person GL (son) and Person CL (father) worked for Company A. Person NS and Person TB were two directors at Company B.
6. The issues surrounding these Allegations came to light on 3 January 2018, when Company A's legal representatives sent a letter to the Firm regarding the Respondent's conduct. This letter made reference to the fact that Company A had made a gift of £2,500 to the Respondent in early 2016, and also that the Respondent had sent them an e-mail on 1 December 2016, which they interpreted as a request for regular payments. The significant part of this letter reads as follows:

*"In the email, Mr Copley sought payments from our client to recognise introductions he had affected. It is of particular relevance that (a) the email was sent from his personal [e-mail] account and (b) that Mr Copley confirmed that he had received such personal payments from "[Person NS]" and "[Person TB]". Given the subject matter of the email*

*it is to be inferred that the reference to “[Person NS]” and “[Person TB]” was to [Person NS] and [Person TB] who are two of the three directors of [Company B].*

*[Person GL] was concerned to receive this email requesting personal payments on a regular basis in respect of transactions to which Gateley was already receiving significant fees. We are instructed that our client has previously made a gift of £2,500 to Mr Copley in early 2016 which at his request was paid to him personally. Our clients regarded this as a one off gift at the time and gave no particular thought to the fact that it was made to Mr Copley personally, but are now concerned at the propriety of Mr Copley’s actions. In an effort to avoid having to deal with the request for regular payments made in Mr Copley’s email dated 1 December 2016, [Person GL] replied that he would discuss matters with his father, [Person CL]. No payments were made in pursuant to this request and the matter was not raised again.”*

7. The 3 January 2018 letter to the Firm attached a copy of the Respondent’s 1 December 2016 email (sent from his personal e-mail address), sent at 7:28am, to Person GL of Company A. This e-mail reads as follows:

*“Morning [Person GL],  
you will note that this email is being sent from my personal email account, although I will respond on the substantive legal issues on my Gateley email.  
D3 will be the third deal that [Company A] has done with the JV partner – [Company B] – that I introduced to you: the other two being [D1] and [D2]. No mention has yet been made of any benefit to me for having created that introduction and to date I have held back from raising it or asking for a “formal” fee arrangement. You will recall that [Person NS], too, was my introduction.  
I’m sure that it has only slipped your mind but on the basis that these schemes – particularly [D1] – will be very profitable and “if you don’t ask you don’t get” I would like to bottom this sooner rather than later please. This is how I work with [Person NS] and [Person TB] on deals I have put them into.  
I look forward to hearing from you – on this email only please!”*

#### *Firm’s Bribery and Corruption Code of Conduct*

8. On 4 November 2011, the Firm circulated its Bribery and Corruption Code of Conduct by way of e-mail to all staff. The e-mail, as well as confirming that the Code of Conduct was available on the Firm’s intranet, made the following points:

*“Attached to this e-mail is the formal publication of the firm’s Code of Conduct against Bribery and Corruption. This is an important document that applies to every individual, regardless of what position they may hold within the firm. Please note that it is also*

*being added to the firm's suite of policies that are enshrined within employee's terms and conditions of employment.*

***Failure to comply with the policy is a very serious matter.***

***Therefore given its importance please ensure that you read it***

*Below are some salient points that I would like to draw to your attention:*

1. *Training on all applicable laws and regulations under this code of conduct is **compulsory**...*

*...3. The areas of hospitality, entertainment, gifts and charity donations are obviously seen as a sensitive areas. (See section 7 of the code). This may be particularly relevant to those members of the firm who may receive hospitality, or are involved in providing hospitality and incurring entertainment expenses. The code of conduct is not designed to be prohibitive from doing honest business. Provided any expenditure, received or given, is or honest intentions the level of expenditure incurred should be determined by a sense of proportionality. To assist us in determining what is proportionate, the following procedures should be applied.*

*a) All individuals are required to keep a written record of any hospitality offered/received, of any gifts received/declined and of any sponsorship received and provided. For employees this written record must be kept for all items exceeding **£100**. In the case of partners the level is **£250**..."*

9. The Code itself begins with the following introduction:

*"The purpose of this code of conduct is to set out the values, principles and responsibilities we adhere to and expect all of our employees, joint-venture partners, advisors, consultants, contractors, agents and other intermediaries representing us with regard to bribery and corruption. All members, partners and employees are required to comply with this code..."*

*...Compliance with this code is a requirement of your contract of employment."*

10. Article 7 of the Code deals specifically with gifts, hospitality and expenses. This section of the Code makes the following pertinent points:

***"We only accept or provide hospitality and gifts within pre-defined limits and never to secure any improper advantage or to influence a business decision***



*...Gifts, hospitality, and sponsorship may only be made and/or received in compliance with this Code. You are required to complete a written record of hospitality offered/received and any gifts received/declined, and/or speaker/author/non-executive fees received/declined. This must be kept by employees for all gifts, hospitality and sponsorship exceeding £100. In the case of partners the records must be kept for all circumstances exceeding £250.*

*...The acceptance of gifts from third parties is not permitted (except token promotional items of very low value)*

*Cash gifts are prohibited. Promotional items of nominal value such as coffee mugs, golf balls, calendars or similar items, or items displaying the company logo that are distributed for advertising or commemorative purposes, or gifts, of nominal value are generally permissible, but if in doubt check with the Compliance Officer first. You are only permitted to accept and keep gifts paid for by third parties of very low value such as umbrellas, pens, diaries and small branded items. Other gifts should be politely declined in the first instance, pending authorisation in writing from the Compliance Officer.”*

11. It follows, therefore, from the Firm’s Code that: cash gifts of any kind or value were prohibited; partners were required to keep a written record of any gifts received that exceeded £250 in value; and if there was any uncertainty as to whether a gift could be accepted, enquiries should be made with the Compliance Officer.
12. On 5 December 2012, the Firm sent a further e-mail to its staff in relation to its Code of Conduct against Bribery and Corruption. The e-mail attached the 4 December 2011 e-mail and made the following point:

*“In case you are unfamiliar with, or need reminding of your obligations I have attached my introductory email of last year which included the Code of Conduct, plus the Code is also available on the firm’s intranet accessed via the link on the front page.”*

13. On 26 March 2015, the Firm’s Code was referenced again in an e-mail, sent to all staff, entitled, “Bribery Act”. This e-mail, sent by the Firm’s Financial Controller, made the following relevant points:

*“You will already understand, I am sure, that adherence to the firm’s Bribery Act Compliance policies and procedures is a requirement of your employment contract. It is a disciplinary matter if you fail to comply with the firm’s anti-bribery policies and procedures. In case you need a reminder, detailed guidance can be found via the firm’s code of conduct which can be viewed via the ‘Useful Documents’ tab on the intranet.*

*...Of course, the firm has a policy with regard to the provision and/or acceptance of hospitality and gifts. In summary, no gift or hospitality should be at a level that could be construed as having influence over business decisions.*

*Partners are required to keep records of all gifts/hospitality received or given over a value of £250, for all other staff this value is £100. Any items over £250 need to be authorised by the unit head and items over £500 by myself.*

*...If you have any queries please do not hesitate to give me a call and if you do nothing else today, please re-read the firm's policies and procedures on the intranet."*

14. In addition to the requirements identified above, this e-mail also appears to insert a requirement for gifts in excess of £250 to be authorised by the unit head and any in excess of £500 to be authorised by the Firm's Financial Controller.

#### *Bribery Act training*

15. The Firm's Bribery and Corruption Code of Conduct appears to have been formulated and circulated in 2011 in light of the Bribery Act 2010 coming into force on 1 July 2011. On 30 March 2011, the Firm circulated a Memo to its partners and associates, with accompanying documents relating to the impending legislative change. These documents indicate that the Firm saw providing Bribery Act compliance assistance or advice to its clients as a fee-earning opportunity. A similar Memo and accompanying documents were circulated on 17 May 2011.
16. On 11 May 2011, the Respondent accepted an invitation from the Firm to attend a Bribery Act seminar, taking place on 18 May 2011 at 1pm. A 19 May 2011 e-mail sent by the Respondent suggests that he not only attended, but also requested that he be sent further material on the topic:

*"Sorry I had to leave before the end yesterday..."*

*Is there a crib or elevator script of some kind for selling the toolkit?"*

17. This request prompted the forwarding onto the Respondent of further documents relating to the Firm's preparation for the Bribery Act 2010.
18. The Firm's preparation for the Act continued with the 12 June 2011 e-mail to partners and associates, which contained the following passage:

*"The Bribery Act 2010 will come into force in 3 weeks time. By now, you should have all attended a compulsory training session on the implications of the Act for our*

*business, but this email focuses on the opportunity for us to help our clients to prepare for this new and draconian law.”*

19. The significance of the Firm’s preparation for the coming into force of the Bribery Act 2010 becomes apparent with the 23 June 2011 e-mail, again sent to partners and associates. This e-mail contained the following phrase:

*“We have produced a White Paper on the Bribery Act and a 10 point compliance ‘health check’ which may be useful when following up with clients and contacts.”*

20. The e-mail attached a copy of the Firm’s White Paper and the compliance health check, as well as providing a hyperlink to the relevant page on the Firm’s website. The White Paper identified ten steps which all organisations should be taking to prepare for the Bribery Act; one of which stated as follows:

*“Write/review a Bribery Act compliance programme for itself and all associated persons (setting out the zero-tolerance approach to bribery and corruption as well as establish specific rules regarding gifts, hospitality and promotional expense policies, charitable donations, political contributions, facilitation payments etc.) Keep written records to evidence the programme as it is rolled out and implemented.”*

21. It follows that not only was the Respondent sent copies of the Firm’s Bribery and Corruption Code of Conduct which expressly dealt with the receipt of gifts, he also attended a seminar on the Bribery Act 2010 and was sent copies of documents by the Firm which encouraged its clients to draw up a Bribery Act compliance programme, which again would expressly deal with gifts.

22. On 14 March 2013, the Respondent was sent an agenda and supporting documents in anticipation of a Strategic Board meeting. The supporting documents included an 11 March 2013 Note to the Operations Board, which comprised of a review of staff compliance with the Firm’s protocols in respect of the Bribery Act 2010. Significantly, this review contained the following passage:

***“4. Gifts received***

*4.1. As Acting Bribery Officer I receive from members of staff, notifications from them when they have received gifts from clients, thereby seeking my approval to allow them to keep the gift or not. In the main I would suggest that this system appears to be working, as I have received such notifications from all levels within the firm. Although, as one might expect in these difficult times, these gifts are usually very small in nature and have not been very numerous. Given that to-date I have not been notified of anything too significant or capable of potentially putting the firm or individual in jeopardy of contravening our code, invariably I have given consent*

*for the individual to receive the gift (and/or usually suggested they are shared with their colleagues where it is possible to do so)."*

23. The Respondent's reply to these documents being forwarded onto him was to request that a copy was printed.

24. As a follow-up to the 26 March 2015 e-mail from the Financial Controller, the Firm's Learning and Development Manager circulated an e-mail throughout the Firm on the 24 June 2015. This e-mail stated:

*"...you will shortly be sent an email from Vinci Works that contains a link to the two e-learning courses named "Anti-Bribery: A Practical Overview" and "Anti-Bribery and Corruption UK" that you are required to complete. The e-mail will also give you your username and password in order to log on to the training.*

*Please complete the courses within one month of the date you receive this e-mail. Completion of the e-learning courses is mandatory and will be monitored by the board."*

25. The Respondent's log-in details were provided to him by email.

26. On 1 October 2015, the Respondent was included in a group e-mail, sent at 12:33pm which identified those within the Firm that had not yet completed the two e-learning courses:

*"All those in receipt of this e-mail have not yet completed the compulsory e-learning courses, Anti-Bribery and Corruption UK Course and Anti-Bribery: A Practical Overview"*

27. At 12:34pm on 1 October 2015, the Respondent sent the very short response: *"Yes I bloody well have!"*

28. In the resulting e-mail exchange between the Firm's Learning and Development Manager and the Respondent, it was agreed that the Respondent's name would be removed from the list of those that had not completed the training.

29. On 20 May 2016, the Respondent was sent a further mandatory training reminder for the 'Anti Bribery UK Corruption Course'. The Respondent was provided with log-in details and asked to complete the e-learning module by the end of May 2016.

30. The training records for the Respondent held by the Firm record his completion of an "Anti Bribery" course on Vinci Works on 26 May 2016.

### *Firm's investigation*

31. Following receipt of the 3 January 2018 letter from Company A's legal representatives, Rod Waldie (Partner) of the Firm conducted a brief meeting with the Respondent that evening to discuss the contents of the letter. The handwritten notes of this meeting record the following:

*"- Dean carefully read the letter in full. The brief conversation that followed centred on the allegation contained in the letter that Dean had received directly from [Company A] a payment of £2500. Dean freely admitted receipt of that payment. I asked whether he had made disclosure of the receipt to Gateley. He asked whether he should have done, the inference being that disclosure had not been made.*

*- I said that the email from Dean to [Person GL] (of [Company A]) dated 1.12.2016 was concerning. Dean assured me that aside from the £2500 referred to above, he had not received payments from either [Company A], [Company B] or those related to either company."*

32. On 8 January 2018, Rod Waldie received an e-mail from Person NS; one of the individuals referenced by the Respondent in his 1 December 2016 e-mail to Person GL of Company A. This e-mail contained the following passages:

*"We caught up with Dean last week and he informed us of the allegations that [Company A] have made which came as a massive shock to us and to us just looks like sour grapes and just out to cause issues for Dean at Gateleys.*

*Dean mentioned the fee that we agreed to pay on any business that Gateley's introduced to us, and I would just like to confirm that any payments would be made to Gateleys direct if any business came about from Dean introducing a deal or client to us that resulted in any profit being made. To date nothing has come to fruition and no payments have been made."*

### *Disciplinary Hearing on 5 February 2018*

33. On 30 January 2018, the Firm wrote to the Respondent, inviting him to attend a Disciplinary Hearing on 5 February 2018. The letter sent to the Respondent attached a number of documents, including the Firm's current version of their Bribery and Corruption Code of Conduct (dated September 2017) and a copy of a form entitled, "Bribery Act Personal Register of Gifts, Hospitality or Sponsorship Given, Received or Declined".
34. The minutes of the 5 February 2018 Disciplinary Hearing record that the Hearing was chaired by Peter Davies and was attended by the Respondent. In the course of this

Hearing, the Respondent provided the Firm with a copy of his bank statement, showing a £2,500 payment into his bank account on 25 January 2016 from what would seem to be Person CL.

35. In the course of the Hearing, the following assertions were made by the Respondent to Peter Davies:
- 35.1. That the Respondent had never received a personal payment from Company B, Person NS and Person TB;
  - 35.2. That the only payment he had received from Company A was the £2,500 he had received on 25 January 2016;
  - 35.3. That at the time he had received that payment, he had not been aware of the Firm's policy on bribery and corruption;
  - 35.4. That the 1 December 2016 e-mail he had sent to Company A was a request for a payment to the Firm, not for payment to himself;
  - 35.5. That he had used his personal e-mail address as he was concerned that he would receive an abusive response; and
  - 35.6. That he accepted that this was a stupid thing to do.

*Meeting on 27 February 2018*

36. The Respondent attended a follow-up meeting with Peter Davies on 27 February 2018. The minutes of the 5 February 2018 Disciplinary Hearing had been provided to the Respondent for the 27 February meeting and, at its commencement, he confirmed that he was content with the accuracy of the minutes.
37. In the course of the 27 February meeting, the 4 November 2011 e-mail, which attached the Firm's Bribery and Corruption Code of Conduct, was put to the Respondent. The following exchange is recorded in the minutes of the 27 February 2018 meeting:

*"DC said that he didn't dispute that the e-mail had been found in his e-mail Mimecast account and he may or may not have seen it. DC said he accepted that accepting the payment and not notifying anyone at the firm was a breach of the policy..."*

*...PGD said... that the e-mail was addressed to all Manchester staff and therefore DC would have received it.*

*DC said that he was not denying that.*

*PGD remarked that whether or not DC had read it was another matter. DC agreed".*

38. The terms of the Bribery and Corruption Code of Conduct that had been circulated on 4 November 2011 were put to the Respondent and he accepted that (i) he had not made a written record of the receipt of the £2,500 gift; and (ii) that receiving that payment placed him in breach of the Firm's Code.
39. PGD made the point to the Respondent that he found the explanation for why a personal e-mail address had been used to send the 1 December 2016 e-mail hard to believe. The Respondent's reply was recorded as follows:

*"DC explained that he had slanging matches on the telephone with [Person CL] in the open plan working space in Manchester. The discussions had been in relation to [D1] and an issue with [M]. [Person CL] had spoken in a loud enough voice that for DC's colleagues to hear when he had said things like "you know I don't fucking read reports on title". DC further explained that depending on [Person CL]'s mood, he could be vulgar and not a very nice person. DC accepted that with the benefit of hindsight he should not have sent the e-mail from his personal account and it should have gone from his office account. DC said he didn't do it with any intention of obtaining a personal benefit. In 32 years the only gift that DC had received was from [Company A]. DC went on to say that he appreciated that it looked funny but he couldn't change it".*

40. On 5 March 2018, the Firm wrote to the Respondent informing him of the outcome of the disciplinary process, namely that the Firm found proved (among other matters) that the Respondent had acted in breach of the Firm's Bribery and Corruption Code of Conduct in both accepting £2,500 in early 2016, and also by sending the e-mail to Company A in December 2016. As a result, the Respondent's contract was terminated with immediate effect. The next day, the 6 March 2018, the Firm referred the Respondent to the SRA.

#### *Respondent's appeal against Firm's decision*

41. The Respondent submitted Grounds of Appeal to the Firm in relation to its 5 March 2018 decision. The following points of note were made in his appeal document:

*"...1.2. ...I do not agree that in accepting £2,500 I was in 'serious' breach of the Bribery and Corruption Code of Conduct and appeal against the interpretation that has been given to serious breach...*

*...1.3. The £2,500 was not a "bribe" for work to be done or any sort of inducement, it was a thank you gift which at the time I thought was a nice gesture. I accept that accepting cash gifts comes within the Bribery and Corruption Code of Conduct but at the time I did not realise this, it was an innocent error.*

- 1.4. *Little consideration has been given to the fact that it was a gift from a client pleased with the work I had done on behalf of the firm. Whilst I can accept with hindsight that I should have told the firm about it, I don't accept that it is a 'serious' breach of the Bribery and Corruption Code of Conduct...*
- ...2.2. *I maintain that when I said in my email to [Person GL] on 1 December 2016 stating that no mention was made of any benefit to me, that I meant of benefit to the firm...*
- ...2.4. *Further it is unfair to take what I said in the disciplinary hearing around the introducer fee not benefitting me personally being wrong as the fee would have been taken into account as part of my overall performance as a partner...*
- 2.5. *The decision is tainted with unfairness and pre-ordained as can be seen from the language used in the dismissal letter where Peter Davies concludes I was seeking a "further" personal payment from [Company A]. He seeks to link this to the payment from [Company A] in 2016. I did not solicit the 2016 payment, it was a voluntary gift. It is grossly unfair to lump the two matters together and to make an assumption, as Peter Davies has, that I had ever sought the earlier payment from [Company A] and that my email of 1 December 2016 was me seeking money again. The two payments are entirely differed, the first was a gift from a happy client made voluntarily by [Company A], the second was an introducer fee I was asking for, for the benefit of the firm...*
- ...3.1. *As noted above I dispute that I was attempting to "solicit a further personal payment from [Company A]". As stated:*
- (a) *the payment was for the firm and was not a personal payment for me; and*
- (b) *the payment was not the same nature as the £2,500 gift which I did not ask for and which was given voluntarily by the client and as such cannot be categorised as a further personal payment...*
- ...5.2. *I gave honest explanation and admitted that I should have told the firm about the £2,500 payment. I can see with the benefit of hindsight that using my personal e-mail address was ill-considered".*

#### *Respondent's engagement with the SRA*

42. On 15 October 2021, Leigh Day sent to the SRA the Respondent's response to the Notice. This detailed bundle, including character references and witness statements, set



out the Respondent's position to what was then envisaged as the likely allegations. This position can be summarised as follows:

- 42.1. The Respondent accepted that by receiving the gift from Company A he had inadvertently breached the Firm's Bribery and Corruption Code of Conduct, but denied that this conduct amounted to a breach of Principles 2 and 6 of the SRA Principles 2011 ("the Principles"); and
  - 42.2. The Respondent denied, in its entirety, the allegation relating to the 1 December 2016 email sent to Company A.
43. The Respondent's bundle expands on this position in great detail on both the £2,500 payment and the 1 December 2016 e-mail. Without wishing to over-simplify the Respondent's submissions, it would appear that his case at this point was summarised as follows:
- 43.1. Whilst accepting that he should have known, at the time he accepted the payment from Company A, he was not aware of the Firm's restrictions on the receipt of gifts. In those circumstances, it was submitted that receipt of this gift could not amount to a breach of Principles 2 and 6. In any event, the Respondent had donated the £2,500 he received to charity and so no longer had the benefit of that gift;
  - 43.2. The 1 December 2016 e-mail to Company A was an attempt to arrange an introductory fee for the Firm and not, as suggested, a request for a personal payment to the Respondent. It follows from that position that there could be no breaches of the Principles.
44. Notwithstanding the denials made by the Respondent to his employer and to the SRA initially, as set out in paragraph 3 above, the Respondent now admits Allegations 1.1 to 1.3 and the corresponding breaches of the SRA Principles.

#### *Post-referral evidence*

45. Since the Respondent's referral to the SDT, further evidence has been obtained from Person CL and Person GL of Company A in relation to both the nature of the £2,500 payment made in January 2016 and also the working relationship that existed between them and the Respondent.
46. Witness statements provided to the SRA indicate that following completion of a building project, the Firm (the Respondent's employer) were required to hold on to £10,000 of

Company A's funds for twelve months. At the conclusion of that period, the Respondent contacted Person CL and informed that sum of money was due for release. As a form of bonus, it was agreed that the Respondent would be paid £2,500. He provided his personal bank account details to Person CL in an e-mail sent from his personal e-mail address.

47. Furthermore, Person CL and Person GL have both provided accounts relating to the Respondent being treated to lunches by Company A, and also being sent a bottle of wine as a Christmas present, valued at approximately £400.

### **Applicant's case in relation to the breaches of the Principles**

#### **Allegations 1.1 and 1.2 – The receipt of, and the failing to declare, the £2,500 gift**

48. On 25 January 2016, the Respondent received a payment of £2,500 into his personal bank account from one of his employer's clients; Company A. This payment was not documented by the Respondent, nor reported to anyone within the Firm; the first time the Firm became aware of this matter was when they received the 3 January 2018 letter from Company A. The Firm's Bribery and Corruption Code of Conduct required that partners keep a written record of all gifts exceeding £250 and envisaged that the Firm's Compliance Officer would be required to provide written authorisation for anything other than low value gifts. In any event, the Code expressly prohibited the receipt of cash gifts.
49. It is the Applicant's case that, at the time of accepting this gift and not disclosing it to his employer, that the Respondent must have known at least one of the following:
- 49.1. That receipt of such a gift was prohibited by the Firm's Bribery and Corruption Code of Conduct; or
  - 49.2. That the Firm had in place such a Code, and receipt of this gift could put him in breach of it; or
  - 49.3. That, whilst not being aware of the existence of the Firm's Code, it was incumbent upon any employed solicitor to seek approval from that employer of a high-value gift from a client.
50. It is set out at paragraphs 8 to 30 above the extent to which the Firm sought to provide training on its Bribery and Corruption Code of Conduct, and the extent to which the Respondent was involved in that training. It is therefore contended that, at the very least, the Respondent must have been aware of the existence of such a document and the fact that it could prohibit the receipt of the gift from Company A. In any event, even

if the Applicant is incorrect in that assertion, a solicitor in the Respondent's position should have known to make appropriate enquiries with his/her employer.

51. In *Wingate v Solicitors Regulation Authority v Malins* [2018] EWCA Civ 366, it was said that integrity connotes adherence to the ethical standards of one's own profession. Regardless of which of the three categories identified above it is thought best reflects the Respondent's state of mind at the time of receiving the gift, a solicitor acting with integrity (i.e. with moral soundness, rectitude and steady adherence with an ethical code) would, at the very least, have taken steps to clarify with their employer whether it was acceptable or appropriate to receive a cash gift to the value of £2,500 from one of the firm's clients. A solicitor acting with integrity who was either aware of the terms of the Firm's Code, or at the very least aware of its existence, would have either declined the gift or first taken steps to clarify whether the Code prohibited the receipt of such a gift. Whatever the Respondent's state of mind at the point of the receipt of the gift, therefore, it follows that his acceptance of this gift and the failure to disclose it to his employer is indicative of a solicitor acting without integrity. On this basis, it is submitted his conduct amounts to a breach of Principle 2.
  
51. Furthermore, this behaviour on the part of the Respondent, the acceptance of the gift and the failure to disclose it to his employer, represents behaviour that would damage the public's trust in both him and the provision of legal services. As set out above, the Respondent has either (i) knowingly acted in breach of his Firm's Code; or (ii) chosen not to take steps to ascertain whether such a gift was permissible to his employer.
  
52. The public would expect a regulated legal professional either to know of their employer's stance on the receipt of gifts or to take steps to ascertain that stance when presented with the offer of such a gift.
  
53. On any view, both the acceptance of the gift and then the failure to disclose it, in the circumstances set out above, amount to a breach of Principle 6.

#### Allegation 1.3 – The 1 December 2016 e-mail

54. On 1 December 2016, the Respondent sent an e-mail to Person GL of Company A, from his personal e-mail address, requesting a "*benefit*" for having provided introductions.
  
55. It is the Applicant's case that the Respondent was seeking a payment for himself, and not his employer, when he sent that e-mail. It is submitted that this interpretation is supported by the following factors:
  - 55.1. He received a payment of £2,500 from Company A direct to his bank account slightly less than eleven months prior to sending this e-mail;

- 55.2. The e-mail was sent from his personal e-mail address, rather than his work e-mail, and requests that any response be sent to the same;
- 55.3. The personal e-mail address was the one that was used by the Respondent to facilitate the payment into his personal bank account in January 2016;
- 55.4. The Respondent's explanations for this use of his personal e-mail address lack credibility, involving, as they do, (i) concerns that the response may involve the use of bad language; and/or (ii) concerns that he would be embarrassed if the response was a negative one;
- 55.5. No reference whatsoever is made in the e-mail to a payment being made to the Firm; the phrase that is used is, "*No mention has yet been made of any benefit to me...*";
- 55.6. The only reference to the Firm at all in the e-mail is to make reference to the work e-mail address for responding on substantive legal issues. Thereafter, the Respondent speaks only of himself e.g. what he has done for Company A, that the benefit should be for him, that he has held back from raising it, that he would like to "*bottom this sooner rather than later*" and that this is how he works with Person NS and Person TB. Nothing in this e-mail reads as though the Respondent is seeking to acquire an additional payment for the benefit of his employer; the Firm; and
- 55.7. The e-mail was sent in the context of a working relationship between the Respondent and Persons CL and GL, in which he had been treated both to lunches and an expensive bottle of wine as a Christmas gift.
56. It is accepted that Person NS, to whom reference was made in the e-mail, contacted the Firm on 8 January 2018 and confirmed that the arrangement he had entered into with the Respondent would involve a payment being made to the Firm. Notwithstanding the nature of the arrangement that the Respondent may have made with Company B and its directors, the 1 December 2016 e-mail to Company A needs to be viewed in the context set out above. That context, which is separate and distinct from any arrangement with Company B, reads plainly and simply as a request for a further personal payment.
57. An employed solicitor, approaching a client for a payment over and beyond that which had already been agreed with the solicitor's employer (and which was outside of the solicitor's agreed remuneration package with its employer), would serve to damage the public's trust in the solicitor concerned and also in the legal profession. At a minimum they would expect transparency in the fees that they agreed with those that they instruct. They would not expect to be put in a position where, outside of the agreed fees, they needed to address direct approaches for out of contract payments (see the letter from Company A's legal representatives, dated 3 January 2018, where Person GL said that he would have to discuss matters with his father "*[i]n an effort to avoid having to deal with the request for regular payments made in [the Respondent's] email dated 1*

December 2016"). For those reasons, the Respondent's conduct in relation to allegation 1.3 breached Principle 6.

### **Respondent's Basis for Admissions**

58. The Respondent maintains that he genuinely believed that he was entitled to accept the gift in January 2016 and that he was unaware of any duty to disclose the same to his employer. However, he accepts that that he should have been aware of the risks that he was not entitled to receive this gift, and so therefore accepts that it was incumbent upon him to make enquiries with his employer. In failing to act in that manner, the Respondent accepts this conduct places him in breach of Principles 2 and 6 in relation to Allegations 1.1 and 1.2.
59. In so far as Allegation 1.3 is concerned, the Respondent maintains that he sent the e-mail to Company A in December 2016 in an attempt to secure an enhanced or further fee for his employer. However, he accepts that wording of the e-mail, when viewed objectively, could be seen as him seeking a financial benefit for himself. On this basis, the Respondent accepts that the sending of this e-mail constituted a breach of Principle 6.
60. As stated in paragraph 2 above, whilst this basis is not accepted by the Applicant, neither party feels that a resolution of this dispute (as described in paragraphs 11 to 14 of the Tribunal's Guidance Note on Sanction) is necessary in this case for the following reasons:
- 60.1. Given the level of sanction proposed in paragraph 62 below, which is accepted by the Respondent as the appropriate level of sanction for the basis of his admissions, it is unlikely that any resolution of the dispute would "*materially affect sanction*"; and
- 60.2. Given the level of sanction proposed in paragraph 62 below, a resolution of the factual dispute would be neither proportionate nor in the public interest.

### **Non-agreed Mitigation**

61. The Respondent advances the following points by way of mitigation but their inclusion in this document does not amount to acceptance or endorsement of such points by the SRA:
- a. The lack of integrity allegations (1.1 and 1.2) are concerned with a single incident and an isolated error. Mr Copley genuinely believed at the time that he was entitled to receive the money (the relatively modest sum of £2500) as a gift from his client and it is for that reason alone that he did not tell his employer;

- b. The SRA does not contend that Mr Copley knew that he was not permitted to receive the £2500, nor that he was reckless with regard thereto;
- c. Mr Copley's practising certificate has been renewed without conditions each year since the matters were first raised in 2018.
- d. Mr Copley's account of his actions has remained consistent throughout and he has made admissions in relation to his conduct from the off, both to his former employer and to the SRA. He has shown genuine insight and there is no chance of the wrongdoing being repeated.
- e. Mr Copley has an otherwise unblemished record.
- f. In circumstances in which this matter has been hanging over Mr Copley since 2018, Mr Copley has already suffered enormously as a result of his error, including having lost his job. Personally, he has also been very significantly impacted by these events.
- g. Mr Copley has co-operated with the SRA's investigation throughout.

### **Agreed Outcome**

- 62. The Respondent agrees to be suspended from the Roll for a period of twelve months from the date of the Tribunal's Order; and to pay a contribution to costs to the SRA in the sum of £12,000.00.
- 63. The costs set out above include a reduction for the case having concluded by way of Agreed Outcome.
- 64. The parties consider and submit that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (9<sup>th</sup> Edition).
- 65. It is agreed that:
  - 65.1. Neither reprimand nor a fine is sufficient, but neither the protection of the public nor the protection of the reputation of the profession requires the Respondent to be struck off the roll of solicitors; and
  - 65.2. Considering the factors described below, the seriousness of the misconduct and giving effect to the purpose of sanction, this case falls in a bracket in which a period of suspension is appropriate.

66. In respect of the level of culpability:

- 66.1. The Respondent had been on the Roll for nearly twenty-eight years at the time of the first of these Allegations;
- 66.2. The circumstances described by Person CL and Person GL surrounding the payment that the Respondent received in January 2016 suggest that this was an opportunistic, rather than pre-planned, incident. However, contrary to his employer's Bribery and Corruption Code of Conduct, the Respondent failed to record and disclose receipt of that cash gift until it was brought his employer's attention in January 2018; and
- 66.3. The e-mail sent in December 2016 appears to represent an attempt by the Respondent to elicit further payment from one of his employer's clients. Whilst the receipt of the payment in January 2016 may have been opportunistic, the sending of the further e-mail some eleven months later presents as a pre-planned is an effort to obtain further payment.

67. In respect of the level of harm:

- 67.1. The public are entitled to expect that members of the legal profession handle gifts from clients in accordance with any internal policies created by their employer. To do otherwise threatens the confidence and trust the public places in solicitors to handle their funds; and
- 67.2. Whilst the gift received by the Respondent in January 2016 was made voluntarily, Person CL and Person GL have expressed their dismay at receiving a request for further payment in December 2016. Seeking to elicit a further such payment from a client, who was already paying fees to the Respondent's employer, further threatens the public's trust and confidence in the profession, as well as harming the reputation of the profession.

68. In respect of mitigating features, the Respondent's mitigation is set out at paragraph 60 above. There is no evidence of dishonesty and the Respondent has cooperated fully with his regulator, the SRA.

69. The Parties consider that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter which is in the public interest.

Signed:

Dean Trent Copley

Date:

Signed:

Mark Rogers, Partner, Capsticks LLP

On behalf of Solicitors Regulation Authority Limited

Date: