

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12846-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

RICHARD JEFFERIES

Respondent

Before:

Ms T Cullen (Chair)

Mrs L Boyce

Mr P Hurley

Date of Hearing: 13 July 2026

Appearances

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

JUDGMENT ON AGREED OUTCOME

1. The allegations against the Respondent, made by the SRA within its Rule 12 Statement dated 25 September 2025 statement, are that, whilst in practice as a consultant solicitor, working for seven different firms, he:
 - 2.1. Between 8 October 2021 and 4 December 2022, requested and received client money from his client (Client A) directly into his personal bank account and/or in cash, and in doing so he thereby breached any or all of Principles 2 and 5 of the SRA Principles (“the Principles”), Paragraph 4.3 of the SRA Code of Conduct for Solicitors (“the Code”), and Rule 2.3 of the SRA Accounts Rules (“the Rules”).
 - 2.2. Between 29 September 2021 and 2 December 2022, undertook reserved legal work and representation of a client as a solicitor, in criminal defence proceedings, other than through an SRA authorised firm or recognised sole practice, and in doing so he thereby breached any or all of Principles 2 and 5 of the Principles and Regulation 10.2(b) of the SRA Authorisation of Individuals Regulations (“the Regulations”).
 - 2.3. On or about 2 December 2022, provided misleading information to the court and the Crown Prosecution Service, when he submitted a ‘Form NG Sentence’ to the court dated 2 December 2022 which stated that his client was being represented by the firm Carters in his criminal proceedings and in doing so he thereby breached any or all of Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code.

Admissions

3. The Respondent admitted all of the allegations and the breaches that were applicable to each. In respect of Allegation 2.3, the Respondent accepted that he recorded on the NG Sentence Form that Carters Solicitors were acting for Client A in the criminal proceedings when he knew that this was not true, and that this was dishonest.

Documents

4. The Tribunal had, amongst other things, the following documents before it:

The Tribunal had before it the Rule 12 Statement, dated 25 September 2025.
The Statement of Agreed Facts and Proposed Outcome dated 9 July 2026, and the parties’ agreed position as to sanction and costs.

Background

5. The Respondent was born on 26 October 1964 and was admitted as a solicitor on 15 December 1989. At the material time he worked as a consultant for seven different firms of criminal solicitors. The misconduct arose from his dealings with Client A, whom he had first advised at Guildford Police Station in November 2020 while working as a consultant for Sperrin Law Ltd. That earlier police station advice was not the subject of the SRA investigation but formed the background to the professional relationship between the Respondent and Client A.
6. Client A was charged on 29 June 2021 with offences relating to cannabis production and possession. From around 30 September 2021, the Respondent provided legal advice and representation to Client A in respect of those proceedings. The agreed facts record

that the Respondent requested and received payments from Client A in cash and into his personal bank account, did not provide invoices, receipts, a retainer, or a client care letter, and did not undertake the work through an authorised firm or recognised sole practice.

7. The Respondent further accepted that, on 2 December 2022, he completed an NG Sentence Form which recorded that Carters Solicitors were acting for Client A when he knew that was not true. Carters Solicitors were not acting for Client A in the criminal proceedings and Client A had never been a client of that firm. The form was received by the Court of Appeal (Criminal Division) and considered alongside grounds of appeal when the appeal was refused.

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

8. 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. The Tribunal noted that the Agreed Outcome Proposal had been lodged less than 28 days before the substantive hearing. The Tribunal therefore considered whether it was appropriate to deal with the matter by way of agreed outcome notwithstanding the timing of the application. Having considered the nature of the admitted misconduct, the Respondent's admissions, the agreed facts, the proposed sanction of strike off, and the agreement as to costs, the Tribunal was satisfied that it was appropriate and in the public interest to determine the matter on the papers by way of agreed outcome.

Findings of Fact and Law

10. The Applicant was required to prove the allegations 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 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.
11. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
12. The Tribunal considered the Guidance Note on Sanction (11th edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
13. The Tribunal was satisfied that the admitted misconduct was serious. It involved dishonesty, lack of integrity, the receipt of client money directly into the Respondent's personal bank account and/or in cash, and the provision of reserved legal services outside the protections afforded by an authorised practice. The misconduct was not isolated. It occurred over a period of approximately a year and included a misleading representation to the court and the Crown Prosecution Service as to Client A's legal representation.

14. The Tribunal found that the conduct had been deliberate and/or repeated. It was conduct which the Respondent knew, or ought reasonably to have known, was in material breach of his professional obligations to protect the public and the reputation of the legal profession. No non-agreed mitigation was advanced. In circumstances where dishonesty had been admitted, the Tribunal considered whether there were any exceptional circumstances which would justify a sanction short of strike off. It found that there were none. The Tribunal therefore accepted the parties' assessment that strike off was the appropriate and proportionate sanction. It was satisfied that no lesser sanction would adequately protect the public, maintain public confidence in the profession and in the provision of legal services, or uphold proper professional standards.

Costs

15. The parties agreed that the Respondent should pay the Applicant's costs in the sum of £22,000. The Tribunal noted that the Agreed Outcome Proposal had been lodged less than 28 days before the substantive hearing, but there was no evidential basis before the Tribunal upon which it could properly attribute responsibility for the timing of the application to either party.
16. The Tribunal nevertheless retained a discretion as to costs and considered the agreed sum in the context of the admitted allegations, the agreed outcome, and the fact that the matter had been resolved without a contested hearing. The Tribunal was satisfied that the agreed figure was reasonable and proportionate and that it should be reflected in the order.

Statement of Full Order

17. The Tribunal ORDERED that RICHARD JEFFERIES, solicitor, be STRUCK OFF the Roll of Solicitors, and it further ORDERED that he do pay the costs of and incidental to this application and enquiry, fixed in the sum of £22,000.

Dated this 13th day of July 2026
On behalf of the Tribunal

T Cullen

T Cullen
Chair

CASE NO: 12846-2025

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 -

RICHARD JEFFERIES

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 25 September 2025, and the statement made pursuant Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Limited ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal, making three allegations of misconduct against Richard Jefferies ("the Respondent").

The Allegations

2. The allegations against the Respondent, made by the SRA within that statement, are that, whilst in practice as a consultant solicitor, working for seven different firms, he:
 - 2.1. Between 8 October 2021 and 4 December 2022, requested and received client money from his client (Client A) directly into his personal bank account and/or in cash, and in doing so he thereby breached any or all of Principles 2 and 5 of the SRA Principles ("the Principles"), Paragraph 4.3 of the SRA Code of Conduct for Solicitors ("the Code"), and Rule 2.3 of the SRA Accounts Rules ("the Rules").
 - 2.2. Between 29 September 2021 and 2 December 2022, undertook reserved legal work and representation of a client as a solicitor, in criminal defence proceedings, other than through an SRA authorised firm or recognised sole practice, and in doing so he

thereby breached any or all of Principles 2 and 5 of the Principles and Regulation 10.2(b) of the SRA Authorisation of Individuals Regulations (“the Regulations”).

- 2.3. On or about 2 December 2022, provided misleading information to the court and the Crown Prosecution Service, when he submitted a ‘Form NG Sentence’ to the court dated 2 December 2022 which stated that his client was being represented by the firm Carters in his criminal proceedings and in doing so he thereby breached any or all of Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code.

Admissions

3. The Respondent admits all of the allegations and breaches that are applicable to each.
4. The Applicant has considered the admissions being made and whether these admissions and the outcome proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal’s approval, the Applicant is satisfied that the admissions and outcome do satisfy the public interest.
5. The Applicant and Respondent invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider in all the circumstances that the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest.

Agreed Facts

6. The following facts and matters, which are relied upon by the Applicant in support of the allegations set out within paragraph 2 of this statement, are agreed between the Applicant and the Respondent.
7. References to certain individuals and entities have been anonymised as per the schedule to the Rule 12 statement.

Professional Details

8. The Respondent was born on October 1964 and was admitted as a solicitor on 15 December 1989. He remains on the roll of solicitors.

Background

9. At the time of the misconduct, the Respondent worked as a consultant for seven different firms of criminal solicitors.
10. On 23 November 2020, the Respondent had attended Guildford Police Station to provide advice to Client A, who was attending for a police interview. The Respondent undertook this work as a consultant for Sperrin Law Ltd. This police station pre-charge advisory work was not the subject of the SRA investigation, but it is included here for background to the relationship between the Respondent and Client A.
11. On 29 June 2021, Client A was charged with various offences relating to cannabis production and possession and required further legal advice. Client A's mother paid a third party £15,000 to arrange further legal representation.
12. On 30 September 2021, following a request from the third party, the Respondent met Client A in relation to the Plea and Trial Preparation Hearing for his matter, and provided him with legal advice in respect of the charges.
13. Following this meeting, the Respondent provided legal advice and representation to Client A for the remainder of the criminal proceedings. As part of this arrangement, the Respondent requested that Client A pay sums of money to him in cash and into his personal bank account. Client A paid these sums.
14. On 20 September 2022, Client A entered a guilty plea to the criminal charges. On 7 November 2022, Client A was sentenced to a term of imprisonment.
15. The legal services provided by the Respondent to Client A during this period were not carried out under the "umbrella" of a law firm and were therefore unauthorised. Notwithstanding this, the Respondent submitted a Form NG Sentence to the Court which indicated that Client A was being represented by Carters Solicitors.

Allegation 1.1

16. Client A started receiving legal advice from the Respondent in respect of the cannabis charges at the end of September 2021.

17. On 8 October 2021 at 1505hrs, the Respondent sent a WhatsApp message to Client A which stated “Mr R J Jefferies Barclays Bank £2000, sort [redacted] account [redacted] Mark you [sic] name as ref and I’ll send a receipt.”
18. Client A paid £2250 into the Respondent’s personal bank account on the same day and responded to Respondent’s message at 1516hrs by saying “all paid, thanks so much for your help, I have popped a bit extra in, go and have a nice meal out.”
19. On 18 January 2022, Client A paid £1200 into the Respondent’s personal bank account
20. On 8 August 2022, Client A paid £2000 into the Respondent’s personal bank account. Client A understood that this payment was for the purposes of getting his co-defendant a “top barrister”
21. On 20 September 2022, Client A gave £500 in cash to the Respondent. This followed a request made by the Respondent at a meeting at a Café Nero in Horsham.
22. On 7 October 2022, Client A gave £1000 in cash to the Respondent. This followed a request made by the Respondent at a further meeting at a Café Nero in Horsham.
23. On 4 December 2022, Client A paid £800 into the Respondent’s personal bank account. Client A understood that this was for the purposes of instructing an expert. This sum was repaid to Client A’s (now estranged) wife’s account on 15 December 2022.
24. The Respondent did not provide any invoices or receipts to Client A for these payments, or, other than specified above at paragraphs 20 and 23, any detail as to what the money was for. Furthermore, he did not provide Client A with a retainer or any form of client care letter.

Allegation 1.2

25. On or around 30 September 2021, the Respondent commenced providing legal advice and services to Client A in respect of the criminal charges relating to cannabis. This appears to have entailed meeting and corresponding with Client A, advising him on his case and purporting to be in contact with the police, the CPS and expert barristers. Given that there are no records of any client care letters or invoices being produced by the Respondent during the time that he was representing Client A, it is not possible to set out the activity in any greater detail.
26. This legal work was reserved for the purposes of the Legal Services Act 2007, which states that a person is only able to carry on a reserved legal activity where they are an authorised person or exempt.

27. Although the Respondent was, at that time, working for a number of different firms of solicitors, he did not carry out the legal work for Client A under any of their supervisory “umbrellas.” On 8 September 2023, the Respondent gave sworn evidence to Guildford Crown Court that he “was not working for any firm at the time” that he was advising Client A.
28. Furthermore, he did not carry out the work as a registered sole practitioner. The legal services provided by the Respondent were, therefore, unauthorised.

Allegation 1.3

29. On 2 December 2022, the Respondent completed an ‘NG Sentence Form’ in relation to Client A. This was a form which was to be submitted to the Court of Appeal (Criminal Division) and the CPS, for the purposes of an appeal against sentence.
30. Section G of the form dealt with legal representation details. In response to the ‘name of counsel’ and ‘name of solicitor’ sections the Respondent’s name was filled in. In response to the ‘address’ section, ‘Carters Solicitors, 47 Cumberland Street, SW1V 4LY’ was filled in. For ‘secure email’, the email address ‘Richard.jefferies@carters.cjsm.net’ was filled in.
31. Section H of the form deals with declarations and signatures. This section contained the Respondent’s name and signature and was dated 2 December 2022.
32. Contrary to what was recorded in the form, Carters was not acting for Client A in relation to these criminal proceedings. Client A had never been a client of Carters.
33. The form was received by the Court of Appeal (Criminal Division) and considered (alongside grounds of appeal) by Mrs Justice Hill on 13 March 2023 when the appeal was refused.

The Respondent’s position

34. The Respondent accepts that he:
- 34.1. requested and received client money from his client directly into his personal bank account and/or in cash,
- 34.2. undertook reserved legal work and representation of a client as a solicitor, in criminal defence proceedings, other than through an SRA authorised firm or

recognised sole practice and therefore provided legal services which were unauthorised,

34.3. recorded on the 'NG Sentence Form' that Carters Solicitors were acting for Client A in the criminal proceedings when he knew that this was not true, and that this was a dishonest act.

35. By the Respondent's conduct, he admits that he breached any or all of Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code.

Aggravating factors

36. The principal factors which aggravate the seriousness of the Respondent's misconduct are:

36.1. Dishonesty;

36.2. Misconduct which was deliberate and / or repeated;

36.3. Misconduct where the Respondent knew or ought reasonably to have known that the conduct was in material breach of professional obligations to protect the public and the reputation of the legal profession.

Non-agreed mitigation

37. The Respondent has not advanced any non-agreed mitigation in respect of this matter.

Sanction proposed

38. It is therefore proposed that:

38.1. The Respondent should be struck off the Roll of Solicitors.

38.2. The Respondent pay the Applicant's agreed costs of £22,000.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

39. The Respondent has admitted dishonesty and lack of integrity within the context of a

course of conduct over a year whereby he was providing legal services without authorisation and accepting client money directly into his own account.

40. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (10th edition), at paragraph 47, states that:

"The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))."

41. In *Sharma* (at [13]) Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty..."

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

42. For the reasons set out below, there are no exceptional circumstances here.

43. The Court was entitled to rely on the accuracy of the Respondent's statements as to who was legally representing Client A. By putting misleading information within the NG Sentence Form, the Respondent created a substantial risk that the Court would proceed on an incorrect basis when considering Client A's appeal.

44. The Respondent's misconduct was not an isolated incident, and therefore cannot be attributed to a momentary lapse in judgement.

45. The breaches occurred over the course of a year – time in which the Respondent had

ample opportunity to cease further breaches and comply with his professional obligations. He did not do so.

46. Having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions, it is apparent that the seriousness of the Respondent's misconduct is at the highest level. It is submitted that strike off is required for the protection of the public and the reputation of the legal profession, and that a lesser sanction would be inappropriate.

47. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors.

Summary

48. It is submitted that the proposed outcome, which has been agreed between the parties, is that the Respondent should be struck off the Roll of Solicitors. This is proportionate and in the public interest. Further, the Respondent should pay the Applicant's costs in the sum of £22,000.

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Dated: 9th July 2026

For and on behalf of the SRA


Richard Jefferies
Respondent in these proceedings

Dated: 8th July 2026