

Disciplinary Panel Hearing

Case of

**Christopher Adams and;
Grindlay Taylor Real Estate (Weybridge) Limited
Grindlay Taylor Real Estate Limited**

On

7-10 February 2022 and 14-17 February 2022

At

Remotely via Microsoft Teams

Chairperson

Dr Angela Brown (Lay Member)

Members

Justin Mason (Surveyor Member)

Patrick Bligh-Cheesman (Lay Member)

Legal Assessor

Margaret Obi

RICS Representative

Hugh O'Brien Quinn

Regulatory Tribunal Executive

Maria Choudhury

Charges

The formal charges against Mr Christopher Adams are as follows:

Allegation 1

Christopher Adams acted dishonestly in that he knew that Grindlay Taylor Real Estate (Weybridge) Ltd/ Grindlay Taylor Real Estate ('the Firm') did not have Professional Indemnity Insurance in place when making the following representations:

- a. Submission of annual returns to RICS which confirmed that the Firm had Professional Indemnity Insurance in place that complies with RICS rules on or around:
 - i) 7 February 2018;
 - ii) 2 May 2018;
 - iii) 6 February 2019.

- b. On or around 6 December 2018, when he confirmed by way of accepting instructions from HNW Lending Limited that the Firm held a Professional Indemnity Insurance policy;

- c. On or around 16 January 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to Banner Jones purporting to show that the Firm was insured;

- d. On or around 16 April 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to KSEYE purporting to show that Grindlay Taylor was insured.

Contrary to Rule 3 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 2

Christopher Adams acted without integrity in that he ought to have known that the Firm did not have Professional Indemnity Insurance in place when making the following representations:

- a. Submission of annual returns to RICS which confirmed that the Firm had Professional Indemnity Insurance in place that complies with RICS rules on or around:
 - i) 7 February 2018;

- ii) 2 May 2018;
 - iii) 6 February 2019.
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- b. On or around 6 December 2018, when he confirmed by way of accepting instructions from HNWLending Limited that the Firm held a Professional Indemnity Insurance policy;
 - c. On or around 16 January 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to Banner Jones purporting to show that the Firm was insured;
 - d. On or around 16 April 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to KSEYE purporting to show that the Firm was insured.

Contrary to Rule 3 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 3

Christopher Adams acted dishonestly in that he knew that the Professional Indemnity Insurance certificate he supplied to the below parties was not genuine:

- a. Banner Jones on or around 16 January 2019;
- b. KSEYE on or around 16 April 2019.

Contrary to Rule 3 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 4

Christopher Adams acted without integrity in that he ought to have known that the Professional Indemnity Insurance certificate he supplied to the below parties was not genuine:

- a. Banner Jones on or around 16 January 2019;
- b. KSEYE on or around 16 April 2019.

Contrary to Rule 3 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 5

Christopher Adams, between 21st January 2017 and 2nd March 2020, failed in his professional obligation to ensure that all previous and current professional work is covered by adequate and appropriate indemnity cover which met the standards approved by the Regulatory Board and/or Standards and Regulation Board.

Contrary to Rule 3 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 6

Christopher Adams, between 1st October 2019 and 2nd March 2020, failed to respond to requests for information made by RICS, appropriately or at all, regarding concerns raised by:

- a. Sancus
- b. Bridge Help
- c. HMW Lending
- d. Ms Ayshe Kadir

Contrary to Rule 9 of the Rules of Conduct for Members 2007 (Version 6)

Christopher Adams is therefore liable to disciplinary action under RICS Bye-Law 5.2.2 (a) or (c)

Allegation 7

Grindlay Taylor Real Estate (Weybridge) Ltd/Grindlay Taylor Real Estate Ltd ('the Firm') failed to submit information about its Professional Indemnity Insurance to RICS that was correct on the following occasions:

- a. Annual return submitted on 7 February 2018;
- b. Interim return submitted on 2 May 2018;
- c. Annual return submitted on 6 February 2019.

Contrary to Rule 14 of the Rules of Conduct for Firms 2007 (Version 6)

The Firm is therefore liable to disciplinary action under Bye-Law 5.3.2 (a) or (c)

Allegation 8

The Firm, between 21st January 2017 and 2nd March 2020, failed to ensure that all previous and current professional work is covered by adequate and appropriate indemnity cover which met standards approved by the Regulatory Board and/or the Standards and Regulation Board.

Contrary to Rule 9 of the Rules of Conduct for Firms 2007 (Versions 5 and 6)

The Firm is therefore liable to disciplinary action under Bye-Law 5.3.2 (a) or (c)

Allegation 9

The Firm, between 1st October 2019 and 2nd March 2020, failed to respond to requests for information made by RICS, appropriately or at all, regarding concerns raised by:

- a. Sancus
- b. Bridge Help
- c. HMW Lending
- d. Ms Ayshe Kadir

Contrary to Rule 15 of the Rules of Conduct for Firms 2007 (Version 6)

The Firm is therefore liable to disciplinary action under Bye-Law 5.3.2 (a) or (c)

Response

1. Neither Mr Adams, nor Grindlay Taylor Real Estate (Weybridge) Ltd ('the Firm'), chose to return the completed listing questionnaire. They also chose not to accept or deny any one of the charges and chose not to ask for the attendance of any witness or provide any statement or documentary evidence upon which Mr Adams (or the Firm) wished to rely other than the unsigned and undated witness statement of Mr Adams which was sent via his legal representatives on 21 October 2021.

Background

2. The Firm is an RICS regulated firm, ID 782649. At the relevant time, the Firm had one non-member principal and one member principal, Mr Christopher Adams (ID 1195672). Mr Adams carried out work as a valuer for the Firm and, therefore, both he and the Firm required adequate Professional Indemnity Insurance in relation to that work.

3. The background set out below is based on the case summary prepared on behalf of RICS.
4. Mr Adams prepared valuation reports on behalf of the Firm. Those reports were prepared for clients who intended to rely upon them when deciding whether to advance loans to individuals. This matter relates to specific valuation reports prepared and provided by Mr Adams between March 2017 and September 2019 at a time when no professional indemnity insurance (PII) was in place. It is also alleged that Mr Adams provided forged PII certificates to two different lenders and completed three RICS returns during the relevant period in which he falsely claimed that PII was in place.
5. The Firm had appropriate PII in place between 21 January 2016 and 20 January 2017. That insurance had been arranged through an insurance broker, Howden UK Group Limited (Howden). The insurer was Barbican Professional Indemnity Consortium. That insurance cover was arranged with Howden by Christopher Adams on behalf of Grindlay Taylor. Howden provided the Firm with a certificate of verification (proof of insurance cover) dated 11 February 2016. When that insurance policy expired it was renewed at the request of Mr Adams and the Firm. The new insurance policy would have run from 21 January 2017 to 20 January 2018, but that policy was cancelled due to non-payment of the premium and was void ab initio. Accordingly, both the Firm and Mr Adams had no insurance cover after 21 January 2017. It is alleged that this is something that Mr Adams as principal of the Firm would have known as he chose not to make the necessary payment.

Ayshe Kadir

6. During 2016, while appropriately insured, Mr Adams provided two valuation reports in relation to a property at 107 Frith Road in London. Those reports were prepared for LendInvest Finance and other allied lending companies. The property at 107 Frith Road was owned by a private individual named Ayshe Kadir. Ms Kadir was intending to extend the property and, in order to pay for the work she wanted, she required various bridging loans. The two valuation reports prepared by Mr Adams in July 2016 and December 2016 were prepared for that purpose. Ms Kadir encountered a number of difficulties in relation to the work being carried out and needed further loans or extensions to loans. Those loan applications required further valuation reports. Mr Adams prepared and provided 3 reports, each of which were at a time when he and the Firm were uninsured.
7. The first of those reports was dated 12 March 2017 and was prepared for Mint Bridging Limited; the second report was dated 29 July 2017 and was prepared for House Crowd Finance Limited; the third report was dated 1 September 2019 and was prepared for Info Team PT Ltd.

8. Ms Kadir raised a concern with RICS on 4 November 2019.

Sancus

9. Sancus (Jersey) Limited is an alternative finance provider specialising in asset backed lending. In April 2018, Sancus received a request from a broker for loans in respect of two properties. The first of those properties was 3 Fairlawn in Kingston-upon Thames; the second was 9 Studdridge Street in London. The individual seeking the loans secured on those two properties was an individual known as Mr Nicholas Carlino. Mr Carlino is named by Mr Adams in an unsigned and undated statement provided to RICS by Mr Adams' solicitors on 21 October 2020.
10. Formal instructions for a valuation report on 3 Fairlawn were not issued by Sancus as they were told that the report had already been completed.
11. On 3 July 2018, Sancus instructed Mr Adams to provide a valuation in relation to 9 Studdridge Street. The valuation report for 3 Fairlawn was received by Sancus on 30 April 2018. That report was dated 5 April 2018. It had been prepared by Mr Adams, on behalf of Grindlay Taylor. The market value provided for 3 Fairlawn was £5,950,000. The valuation report for 9 Studdridge Street was received by Sancus on 12 July 2018. That report was dated 11 July 2018. It had been prepared by Mr Adams, on behalf of Grindlay Taylor. The market value provided for 9 Studdridge Street was also £5,950,000. On 26 July 2018, Mr Adams was provided with the Certificate of Title for 9 Studdridge Street; he confirmed that it did not affect the value.
12. Relying upon the two valuation reports Sancus advanced loans totalling £7,750,000. The borrower(s) defaulted on the loans and in February 2019 Sancus appointed receivers who in turn obtained new valuation reports on both 3 Fairlawn and 9 Studdridge Street. Those reports were carried out by Savills (UK) Ltd in March 2019. The market value for 3 Fairlawn was £2,200,000. The market value for 9 Studdridge Street was £3,100,000. Given the disparity in value and that the amount of the loans advanced exceeded the total value of the two properties Sancus contacted the named insurance provider as then displayed on the Grindlay Taylor website. A letter dated 14 May 2019 was sent by solicitors on behalf of Sancus to the directors of Grindlay Taylor Real Estate and emailed to Mr Adams. That letter was returned as the Firm was no longer trading from that address. A concern was raised by Emilie Golding with RICS on 5 June 2019.

HNW

13. HNW Lending Ltd (HNW) are a firm based in London. HNW raised a concern with RICS on 13 August 2019. That concern related to a valuation report prepared for HNW by Mr Adams on a property at Lower Ground Floor, Block 6, Ashley Garden, London SW1P 1HG (Ashley Garden).
14. On 6 December 2018, Grindlay Taylor Real Estate was instructed by way of letter to provide a valuation report on Ashley Garden. That letter of instruction emphasised that the valuation was required by HNW as the property was intended as security for a loan. The intended borrower is named as Ashley Garden Develco Limited. The individual behind that company was a Mr Carlino. Mr Carlino selected Mr Adams as the surveyor to carry out the valuation. The letter of instruction also contained the following information:

“By accepting these instructions, you confirm that: a) Your firm employs or comprises at least two RICS qualified chartered surveyors b) You now hold and will maintain for a period of six years following the date of your report and valuation a Professional Indemnity Insurance Policy in your own name effected and maintained with an insurer approved by the Royal Institution of Chartered Surveyors providing you with full cover against your potential liabilities under your report and valuation including without limitation claims for breach of instructions and claims for professional negligence. A copy of this should be annexed to the valuation report.”

The letter of instruction contains further stipulations regarding the nature of the insurance that must be held and which, by accepting the instructions, was being confirmed as being held.

15. The letter of instruction was signed and accepted by Mr Adams for and on behalf of Grindlay Taylor Real Estate (Weybridge) Ltd. A valuation report was completed and provided by Mr Adams to HNW. The valuation date on the report is given as 6 December 2018. The date of the letter of instruction is referred to as being 4 December 2018 and the date of the inspection is said to have been on 14 November 2018. The inspection of the property and preparation of the report was carried out by Mr Adams.
16. Three potential market values were provided ranging between £2,850,000 and £3,150,000. On 8 January 2019 Mr Shaw from HNW contacted Mr Adams pointing out certain errors that appeared within the report. On 8 January 2019, Mr Adams told Mr Shaw that things were all a bit hectic as he was moving offices that day. Mr Adams amended the report and forwarded it on 11 January 2018. Based upon the valuation report HNW advanced a loan to Mr Carlino. Mr Carlino defaulted on that loan. HNW appointed a Law of Property Act (LPA) receiver. In May 2019, a Mr Tibbatts was instructed to carry out a value of the property on behalf of the LPA receiver and HNW. Mr Tibbatts completed and provided his valuation report to HNW on 31 May 2019. The value ascribed to the property by Mr Tibbatts ranged between £1,150,000 and £1,300,000. Mr

Tibbatts, the author of the new valuation report, had sight of the report prepared by Mr Adams and commented upon it at Section 11 of his report.

17. At the beginning of June 2019 Mr Shaw took legal advice. On 7 June 2019, Mr Shaw contacted Mr Adams by email querying the difference between the valuation he had provided, and the later valuation received by HNW. On 13 June 2019, Mr Adams replied saying that he would go through his report and respond over the weekend. Between then and 30 July 2019 there were a number of emails sent chasing that response. The emails from HNW to Mr Adams, were sent by Mr Shaw and Kim Nalborczyk. Those emails included an exchange in which Mr Shaw referred to a letter that had been sent to Grindlay Taylor having been returned; Mr Adams said that he had moved to 41A Church Street in Weybridge. Also during that exchange of emails Mr Adams was suggesting that a new purchaser was willing to pay in line with the amount stated in his valuation report. On 30 July 2019 Mr Adams provided his response to the Tibbatts valuation figure. The response itself, was contained in an attached letter dated 19 July 2019, bearing the Grindlay Taylor name and giving the address 39A Church Street, Weybridge.
18. On 6 August 2019 Kim Nalborczyk sent an email to Mr Adams asking for details of his PII insurer Having received no reply to that request it was chased again on 12 August 2019 without reply. A letter sent by solicitors on behalf of HNW to Grindlay Taylor at the 39A Church Street address on 30 July 2019 was returned marked "*not at this address*".

Bridge Help/Banner Jones

19. The properties at 71 and 73 Fulford Road in York were adjacent to one another. Mr Adams had prepared a valuation report on 15 December 2017 in relation to 73 Fulford Road. That report was prepared for Pivot Lending Limited. The report contains a summary of the instructions and purposes of the report. That summary confirms that Mr Adams undertook the inspection of the property and preparation of the report. It confirms that PII cover was in place. It is alleged that that was incorrect as the cover had ceased more than 10 months earlier and not covered by the two forged insurance certificates that were later provided by Mr Adams. The earliest of the two forged certificates only purported to run from January 2018.
20. Fraser Bridging Capital Ltd trades as Bridge Help and is a provider of short-term bridging finance to property developers. During the course of 2018 Bridge Help received an application for finance from Saxon House Residences Ltd in relation to the properties at 71 and 73 Fulford Road, York. As Mr Adams had previously prepared a valuation report on the properties, he was instructed to provide a report for Bridge Help. Banner Jones are the solicitors who acted on behalf of Bridge Help. Mr Adams was formally instructed by email on 21 December 2018 attached to which was a formal instruction letter.

21. Mr Adams provided reports on both properties by email on 14 January 2019. The report for 71 Fulford Road included confirmation that Grindlay Taylor had sufficient PII cover limited to £5 million per claim. The report for 73 Fulford Road contains the same confirmation as to indemnity cover. The range of values provided for 71 Fulford Road was between £1,335,000 and £1,375,000; the range of values provided for 73 Fulford Road was between £1,330,000 and £1,960,000. When Mr Adams provided the reports on 14 January 2019, he also provided his invoice. In order for that invoice to be paid Mr Adams was asked on 15 January 2019 to provide a copy of his PII. Mr Adams sent a copy as requested by email on 16 January 2019. The attached certificate purported to be verification from Howden providing PII for Grindlay Taylor Real Estate from 21 January 2018 to 21 January 2019. It was signed and dated 11 February 2018. The certificate was a forgery. Upon receipt of that certificate, Mr Adams was paid.
22. On or around 7 March 2019, Mr Adams was asked to provide a revised valuation in relation to 73 Fulford Road; which he did. Based upon the valuations provided by Mr Adams, Bridge Help advanced a loan in the region of £2 million to the borrower. The borrower subsequently defaulted on that loan. On 8 January 2020, Bridge Help received a valuation report prepared by a Mr Tate of Copelands in respect of both properties. The valuation for 71 Fulford Road ranged between £590,000 and £640,000. The valuation for 73 Fulford Rd ranged between £350,000 and £375,000.
23. On 18 February 2020 Sam Wood from Bridge Help contacted Howden the Insurance Broker. The following day Mr Wood emailed a copy of the PII certificate that had been provided by Mr Adams. On 20 February 2020, Howden confirmed that the certificate had not been produced by Howden. On 21 February 2020, Bridge Help raised a concern with RICS. Subsequently, it came to the notice of Bridge Help that Mr Adams had provided them with a valuation report dated 9 December 2018 relating to land in Hornsea in Yorkshire. The report contains a letter on Grindlay Taylor headed paper giving the address of the Firm as 39A Church Street, Weybridge. It is dated 9 October 2018, refers to instructions dated 4 December 2018 and states that the land was inspected by Mr Adams on 3 December 2018.

KSEYE/Howden

24. On 15 April 2019, Ms Read O'Connor of KSEYE Group contacted Mr Adams to ask for a re-type of a valuation report prepared by him on an earlier occasion. In that email, Ms Read O'Connor requested a copy of his PII cover. On 16 April 2019, another email was sent requesting the PII cover and querying why the company was showing as permanently closed online. Mr Adams replied later that day explaining that they had recently relocated to 39A Church Street, Weybridge, but had not updated the website. He also enclosed a copy of his "*up to date broker certificate.*"

25. On 17 April 2019, Ms Read O'Connor sent a copy of that broker certificate to Howden as the named broker on it as she wanted to be certain that it was valid and in force given that Grindlay Taylor had moved offices and the phone number on their website did not work. The copy certificate was shown to Mr Baker at Howden who was able to see that it was forged and able to confirm that Grindlay Taylor was not covered by insurance obtained through Howden. Mr Baker sets out seven reasons why it can be shown to be false. On 17 April 2019, Ms Read O'Connor confirmed that the valuer had provided the certificate. On 26 April 2019, Ms Read O'Connor provided Howden with the email trail from Mr Adams in which the certificate had been sent.
26. On 29 April 2019, Mr Baker emailed Mr Adams. Mr Baker attached a copy of the certificate, confirmed that it had not been issued by Howden and appeared to be fraudulent. On 3 May 2019, Mr Adams acknowledged receipt of the email. On 7 May 2019 Mr Adams replied to Mr Baker. Mr Adams said that he had been in the process of selling Grindlay Taylor since the beginning of 2018. The insurance certificate had come from the party who had been purchasing the company. On 28 May 2019 Mr Adams, in replying to Mr Baker, confirmed that the certificate had been sent from his email, but again said that it had been provided by a colleague who was purchasing the company. There was no further communication until 30 October 2019 when Mr Baker asked Mr Adams to remove the reference to Howden providing insurance for Grindlay Taylor from its website. Mr Adams agreed to do so explaining that the website had not been updated for over five years. Mr Baker raised a concern with RICS on 6 November 2019.
27. In February 2020, the false certificate provided to Banner Jones was sent to Howden (see paragraph 23 above).

RICS

28. As a result of the various concerns raised in relation to Mr Adams and Grindlay Taylor Real Estate an investigation was started by RICS. The investigator with overall charge of the investigation is Mrs Richards. Contact with Mr Adams by telephone, email and letter is provided in her witness statement.
29. Mrs Richards checked the information provided to RICS on behalf of Grindlay Taylor Real Estate during the relevant time period. That information includes four completed returns on 19 February 2017, 7 February 2018, 2 May 2018, and 6 February 2019. Mr Adams submitted all four returns. Each return confirmed that the Firm had PII in place with a £5 million limit per claim underwritten by Barbican. In order to complete each return Mr Adams confirmed that he had ensured that to the best of his knowledge and belief the information provided was correct. In the February 2018 return Mr Adams stated that 65 valuations had been carried out in the previous 12 months. The number of valuations declared on 2 May 2018 was also 65; the number of valuations declared in February 2019 was 58.

Findings of Fact

Panel's Approach

30. The Panel was aware that the burden of proving the facts was on RICS. Mr Adams did not have to prove anything, and the charges could only be found proved if the Panel was satisfied, on the balance of probabilities that the facts had been established on the evidence.
31. In reaching its decision the Panel took into account the documentary evidence within the hearing bundle which included witness statements from the complainants, relevant correspondence between the complainants and Mr Adams and/or the Firm, correspondence from RICS, and the unsigned and undated witness statement of Mr Adams. The Panel also took into account the oral evidence of Ms Kadir, Mr Sellars, Mr Wood, Mr Shaw, Mrs Golding and Mrs Richards.
32. The Panel noted that neither Mr Adams nor the Firm had completed the listing questionnaire. Therefore, the Panel proceeded on the basis that none of the charges were admitted.
33. The Panel accepted the advice of the Legal Assessor. In relation to the allegations of dishonesty and lack of integrity, the Panel noted that following the Supreme Court decision in Ivey v Genting Casinos [2017] UKSC 67 the test for dishonesty is an objective test only. The Panel first had to determine Mr Adams' actual knowledge or belief and then determine whether his act or omission was, on the balance of probabilities, dishonest by the ordinary standards of reasonable and honest people.
34. Where RICS allege a lack of a lack of integrity the Panel took into account the RICS ethics and professional standards: Act with integrity; Always provide a high standard of service; Act in a way that promotes trust in the profession; Treat others with respect and Take responsibility. The Panel also took into account the guidance in Wingate & Evans v SRA; SRA v Malins, [2018] EWCA Civ 366:

'In professional codes of conduct, the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members...The underlying rationale is that the professions have a privileged and trusted role in society. In return they are required to live up to their own professional standards.'

Decision

Mr Adams

Allegation 1(a)(i), (ii) and (iii) – Found Proved (in their entirety)

‘Christopher Adams acted dishonestly in that he knew that Grindlay Taylor Real Estate (Weybridge) Ltd/ Grindlay Taylor Real Estate (‘the Firm’) did not have Professional Indemnity Insurance in place when making the following representations:

1 (a) Submission of annual returns to RICS which confirmed that the Firm had Professional Indemnity Insurance in place that complies with RICS rules on or around:

- i) 7 February 2018;*
- ii) 2 May 2018;*
- iii) 6 February 2019.*

35. The Panel was provided with copies of the annual returns submitted by Mr Adams. The annual return, dated 7 February 2018, bears Mr Adams’ RICS membership number and that of the Firm. The annual return confirms that it was completed by Mr Adams as a Director/Principal of the Firm and in response to the question: *“Does your firm have professional indemnity insurance in place which complies with the rules?”* the answer recorded by Mr Adams was “Yes.” In response to the question: *“What is the limit of the indemnity?”* the answer recorded by Mr Adams was *“£5,000,000”*. The annual returns completed on 2 May 2018 and 6 February 2019 were also completed by Mr Adams and bear his RICS number and that of the Firm. The annual returns completed on 2 May 2018 and 6 February 2019 also contain the same answers (referred to above) in response to the questions regarding PII and the limit of the indemnity. In all three annual returns Mr Adams had declared that the information he had provided was true to the best of his knowledge and belief.
36. The Panel accepted RICS’ system records, exhibited by Mrs Richards in her witness statement, as confirmation that all three of the annual returns were submitted on 7 February 2018, 2 May 2018, and 6 February 2018, respectively.
37. The Panel noted that both Mr Adams and the Firm were appropriately insured between January 2016 and 21 January 2017. This is confirmed by Mr Baker in his witness statement dated 4 May 2020. However, after 21 January 2017, there was no valid PII cover in place with Howdens and there was no evidence before the Panel that alternative cover had been obtained elsewhere. The Panel accepted, what appeared to be the undisputed evidence of Mr Baker, that once the January 2017 PII policy came to an end Howden arranged the next policy which was due to commence on 21 January 2017 and end on 20 January 2018. However, due to non-payment of the £7,000+ premium the policy was cancelled on 21 January 2019 and was voided ab initio.

38. The Panel is satisfied that Mr Adams knew that he did not have PII insurance in place between January 2017 and January 2018. Evidence in support of this finding, is provided by Mr Adams in his undated witness statement, where he states, “*Prior to Mr Carlino presenting me with the falsified document, I was not undertaking any valuations as I knew I was not adequately insured as required under Rule 3 of the Rules of Conduct for Members 2007.*” There is further supporting evidence that Mr Adams was fully aware that he was uninsured during that 12-month period as the Panel was provided with documentary evidence which confirms that he was chased for payment on 5 July 2017, 16 August 2017 and 9 August 2018 which clearly put him on notice that at that time he did not have PII cover. The Panel noted that Mr Adams appears to have ignored the July 2017 reminder, as he went on to accept instructions three weeks later on 26 July 2017 in relation to a valuation report on Frith Road and stated in clear terms within that report that there was adequate PII in place. There was no-one with an interest in the property or the valuation figure who could have written those reports, other than Mr Adams. Furthermore, in response to the 9 August 2018 chaser letter Mr Adams sent an email to Howdens on 14 August 2018 in which he stated that the invoice had been paid and that he would send a copy of his bank statement on his return. No bank statement was provided.
39. The issue for the Panel to determine is whether it accepts the account given by Mr Adams that he was provided with an insurance certificate by Mr Carlino and as a consequence genuinely believed that he was insured at the time he submitted his annual returns.
40. Mr Adams states, in his undated witness statement, that he was introduced to Mr Carlino by a mutual associate in October 2017. He was introduced to him as a property investor and landlord who required several property valuations. According to Mr Adams, several months later in February 2018, Mr Carlino took tenancy of the ground floor office at Bewley House, Park Road, Esher, and asked Mr Adams if he would occupy the premises with him. Mr Adams states that he now believes that the offer was made with the intention of being able to access his files and computers but at the time he had no reason to suspect that Mr Carlino had an ulterior motive for wanting to have close access to a chartered surveyor. Mr Adams accepted the offer. At some stage thereafter, it is suggested that Mr Carlino accessed Mr Adams’ computer while he was out of the office or was out of the country and ‘*doctored*’ a previous valid insurance but told Mr Adams that he had obtained insurance on his behalf and had paid the premium. Therefore, Mr Adams does not dispute that he was provided with a forged insurance certificate; however he states that he did not know it was forged at the time.
41. The Panel did not accept the account provided by Mr Adams. The Panel concluded that it was inherently unlikely that a third party would surreptitiously access his computer and pay PII cover for Mr Adams save for very specific circumstances. The circumstances, as described by Mr Adams, do not bear scrutiny and in the absence of a credible explanation the Panel concluded that the account provided as to how he came to be in possession of the forged certificate is untrue. In reaching this conclusion, the Panel noted that in order

to obtain PII cover specific questions have to be answered with regard to the Firm's practice and activities carried out by the Firm. Even if Mr Adams believed that Mr Carlino provided Howdens with information based on the previous policy it is not credible that he took no steps to assure himself that the information provided to the insurance company was accurate.

42. The Panel took the view that as Mr Adams knew that he was not covered by PII between January 2017 and January 2018 it is much more likely that he also knew that he was not insured when he submitted his annual return on 7 February 2018 and 2 May 2018. The earliest forged certificate is dated 11 February 2018 and purports to cover the period 21 January 2018 to 21 January 2019. Logically, the very earliest point at which Mr Adams could have been shown that certificate by Mr Carlino is 11 February 2018. However, four days earlier, on 7 February 2018, Mr Adams had completed the Firm's RICS annual return and in that return, he confirmed that the Firm held appropriate insurance. No explanation for this anomaly has been provided by Mr Adams. The Panel concluded that when completing the annual return, Mr Adams would have known that he had not been insured for the previous 12 months and that he had not applied for any insurance cover. Furthermore, in contrast to the claim in Mr Adams' statement that he was not doing valuations, the RICS annual return he completed on 7 February 2018 averred that the Firm had carried out some 65 Red Book valuations in the last 12 months, including one at £15,000,000. There is a further difficulty, in that, although the certificate is dated 11 February 2018, the insurance purportedly ran from 21 January 2018. Mr Adams would have known that the application process had to have been started before that day and quite possibly several weeks before. This would be before he allegedly moved into the same office as Mr Carlino.
43. The Panel noted that providing valuation reports without insurance is a serious matter. However, the Panel was satisfied that Mr Adams was willing to provide such reports without PII cover as he did so on at least three occasions and may have prepared up to 65 reports after his January 2017 policy expired.
44. For the reasons stated above, the Panel was satisfied that Mr Adams knew that he did not have PII cover when he completed the annual return on 7 February 2018 and 2 May 2018.
45. The Panel went on to consider the following 12-month period from 2018/2019. There was no evidence before the Panel that Mr Adams took any appropriate steps to ensure that PII cover was in place and so by the time he submitted the annual return to RICS on 6 February 2019 he was still without insurance. The second forged insurance certificate purportedly covered February 2019 when Mr Adams submitted his annual return. However, on the face of the document the insurance cover ran from 21 November 2018 to 21 November 2019. For the reasons stated above the Panel rejected the assertion made by Mr Adams that he was provided with the forged certificate by Mr Carlino. Furthermore, it is curious that on Mr Adams' account he failed to notice that the second certificate overlaps the previous certificate by two months. Mr Adams must have been aware of the new certificate by 6 February 2019 because that is when he completed his next RICS annual return. The only other reasonable explanation is that he lied within that annual return

by asserting that the Firm held appropriate indemnity cover as the first forged certificate had expired over two weeks earlier. The Panel also noted that Mr Adams continued to carry out valuation work after May 2019 having been put on notice that his insurance certificate was or appeared to be fraudulent.

46. In these circumstances, the Panel concluded that Mr Adams knew that he did not have PII cover when he completed his annual return on 6 February 2019.

Dishonesty

47. The Panel, having concluded that the declarations made by Mr Adams with regard to PII in his annual returns dated 7 February 2018, 2 May 2018 and 6 February 2019 were untrue went on to consider the issue of dishonesty.
48. Mr Adams knew that his declarations were false because it was his responsibility as the sole member principal to obtain and maintain adequate PII cover on behalf of the Firm. There is no evidence before the Panel that Mr Adams took any steps to obtain appropriate PII cover after his 2017 policy came to an end. Therefore, he knew at the time he completed the annual returns that in claiming he had PII cover he was making an untrue statement. The Panel had no hesitation in concluding that reasonable and honest members of the public would consider that a conscious and deliberate attempt to mislead RICS and undermine the protection of the public by making a false declaration with regard to insurance cover amounts to dishonesty.
49. Accordingly, Allegation 1(a)(i), (ii) and (iii) were found proved.

Allegation 1(b) – Found Proved

‘Christopher Adams acted dishonestly in that he knew that Grindlay Taylor Real Estate (Weybridge) Ltd/ Grindlay Taylor Real Estate (‘the Firm’) did not have Professional Indemnity Insurance in place when making the following representations:

On or around 6 December 2018, when he confirmed by way of accepting instructions from HNW Lending Limited that the Firm held a Professional Indemnity Insurance policy;

50. The Panel was provided with a copy of the letter of instruction from HNW with regard to the Ashley Garden property. The letter states that by accepting the instruction the Firm confirms that (amongst other things) it “now holds and will maintain for a period of six years from the date of your report and valuation a Professional Indemnity Insurance Policy in your own name effected and maintained with an insurer

approved by the Royal Institution of Chartered Surveyors... . A copy of this should be annexed to the valuation report.”

51. For the reasons stated above, as of 6 December 2018, the Firm did not have PII cover. However, the instruction was signed and accepted by Mr Adams on behalf of the Firm and a valuation report was completed and provided by Mr Adams to HNW. The valuation date on the report is given as 6 December 2018. The date of the letter of instruction is referred to as being 4 December 2018 and the inspection is said to have taken place on 14 November 2018. The inspection of the property and preparation of the report was carried out by Mr Adams.
52. The Panel concluded that Mr Adams accepted the instructions from HNW and in so doing, made a false representation that he had PII cover.

Dishonesty

53. The Panel, having concluded that Mr Adams made a false representation to HNW went on to consider the issue of dishonesty.
54. The Panel was satisfied that Mr Adams knew that his representation to HNW was false because it was his responsibility as the sole member principal to obtain and maintain adequate PII cover on behalf of the Firm. There is no evidence before the Panel that Mr Adams took appropriate steps to ensure that appropriate PII cover was in place after his 2017 policy came to an end. Therefore, he knew at the time accepted the instruction from HNW that he was making a representation which was untrue. The Panel had no hesitation in concluding that reasonable and honest members of the public would consider that a conscious and deliberate attempt to mislead HNW and undermine the protection of the public by making a false representation with regard to insurance cover amounts to dishonesty.
55. Accordingly, Allegation 1(b) was found proved.

Allegation 1(c) – Found Proved

“Christopher Adams acted dishonestly in that he knew that Grindlay Taylor Real Estate (Weybridge) Ltd/ Grindlay Taylor Real Estate (‘the Firm’) did not have Professional Indemnity Insurance in place when making the following representations:

On or around 16 January 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to Banner Jones purporting to show that the Firm was insured;”

56. The Panel was provided with copies of an email exchange between Mr Adams and Banner Jones. On 21 December 2018, a formal letter of instruction was sent to Mr Adams. On 14 January 2019, he provided the reports on and the properties at Fulford Road and subsequently sent a further email attaching a copy of his invoice. The email in response dated 15 January 2019 from Banner Jones requested a copy of his PII. The following day (16 January 2019) Mr Adams purported to send a copy of his PII certificate to Banner Jones. The attached certificate purported to be verification from Howden providing PII for Grindlay Taylor Real Estate from 21 January 2018 to 21 January 2019. It was signed and dated 11 February 2018. Upon receipt of that certificate, Mr Adams was paid.
57. For the reasons stated above, as of January 2019, the Firm did not have PII cover. The PII certificate was a forgery.
58. The Panel concluded that Mr Adams sent a copy of the forged PII certificate to Banner Jones and, in so doing, made a false representation that he had PII cover. On 20 February 2020, Howden confirmed with Banner Jones that the certificate had not been produced by Howden.

Dishonesty

59. The Panel, having concluded that Mr Adams made a false representation to Banner Jones went on to consider the issue of dishonesty.
60. The Panel was satisfied that Mr Adams knew that his representation to Banner Jones was false because it was his responsibility as the sole member principal to obtain and maintain adequate PII cover on behalf of the Firm. There is no evidence before the Panel that Mr Adams took any steps to obtain appropriate PII cover after his 2017 policy came to an end. Therefore, he knew at the time he accepted the instruction from Banner Jones that he was making a representation which was untrue. The Panel had no hesitation in concluding that reasonable and honest members of the public would consider that a conscious and deliberate attempt to mislead Banner Jones by supplying a forged PII certificate amounts to dishonesty.
61. Accordingly, Allegation 1(c) was found proved.

Allegation 1(d) – Found Proved

“Christopher Adams acted dishonestly in that he knew that Grindlay Taylor Real Estate (Weybridge) Ltd/ Grindlay Taylor Real Estate (‘the Firm’) did not have Professional Indemnity Insurance in place when making the following representations:

On or around 16 April 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to KSEYE purporting to show that Grindlay Taylor was insured.”

62. On 15 April 2019, Ms Read O'Connor of KSEYE Group contacted Mr Adams to request a re-type of a valuation report prepared by him on an earlier occasion. In that email, she also requested a copy of his PII cover. On 16 April 2019, another email was sent requesting the PII cover and querying why the company was showing as permanently closed online. Mr Adams replied later that day and enclosed a copy of his “*up to date broker certificate.*” (dated 11 December 2018). On receipt of the broker certificate Ms Read O'Conner made enquiries with Howden as she wanted to be certain that it was valid and in force given that the Firm had moved offices and the phone number on their website did not work. Mr Baker confirmed that the Firm was not covered by PII obtained through Howden. In his witness statement Mr Baker sets out a number of reasons why it can be shown to be false, including the following: (i) there was no case file for the period 21 November 2018 to 21 November 2019; (ii) the reference number on the forged certificate was the same number that had been issued for the valid 2016/2017 PII policy; this is not possible because Howden's system produces individual reference numbers for each insurance document; (iii) the 'Our ref' number started with P16 rather than P18 for a 2018 PII policy; (iv) the name 'Weybridge' was never on Howden's records; (v) and the address for Howden, the insurer and the signature were incorrect.
63. On 29 April 2019, Mr Baker emailed Mr Adams. He attached a copy of the certificate and confirmed that it had not been issued by Howden and appeared to be fraudulent. On 3 May 2019, Mr Adams acknowledged receipt of the email and provided a substantive response on 7 May 2019. The explanation proffered by Mr Adams was that he had been in the process of selling Grindlay Taylor since the beginning of 2018 and the insurance certificate had come from the party who had been purchasing the company. On 28 May 2019, in response to a further email from Mr Baker, Mr Adams confirmed that the certificate had been sent from his email account but stated that it had been provided by a “*colleague*” who was purchasing the company.
64. The Panel concluded that Mr Adams sent a copy of the forged PII certificate to KSEYE and, in so doing, made a false representation that he had PII cover. The Panel accepted the undisputed evidence of Mr Baker that the PII certificate was a forgery.

Dishonesty

65. The Panel, having concluded that Mr Adams made a false representation to KSEYE went on to consider the issue of dishonesty.
66. The Panel was satisfied that Mr Adams knew that his representation to KSEYE was false because it was his responsibility as the sole member principal to obtain and maintain adequate PII cover on behalf of the

Firm. There is no evidence before the Panel that Mr Adams took appropriate steps to ensure that appropriate PII cover was in place after his 2017 policy came to an end. Therefore, he knew at the time he accepted the instruction from KSEYE that he was making a representation which was untrue. The Panel had no hesitation in concluding that reasonable and honest members of the public would consider that a conscious and deliberate attempt to mislead KSEYE by supplying a forged PII certificate amounts to dishonesty.

67. Accordingly, Allegation 1(d) was found proved.

Allegation 2(a)(i), (ii) and (iii) – Found Proved (in their entirety)

“Christopher Adams acted without integrity in that he ought to have known that the Firm did not have Professional Indemnity Insurance in place when making the following representations:

2(a) Submission of annual returns to RICS which confirmed that the Firm had Professional Indemnity Insurance in place that complies with RICS rules on or around:

- i) 7 February 2018;*
- ii) 2 May 2018;*
- iii) 6 February 2019.*

68. The Panel took into account its findings in relation to Allegations 1(a)(i), (ii) and (iii). The Panel, having concluded that Mr Adams made false declaration in the annual returns he submitted on 7 February 2018, 2 May 2018 and 6 February 2019 which were dishonest also concluded that his conduct on each occasion lacked integrity.

69. The Panel was satisfied that as a member of RICS Mr Adams had a duty to adhere to the high standards professional and ethical standards expected of its members. Mr Adams had voluntarily agreed to be bound by the ethics and standards of RICS. By failing to make an honest and truthful declaration on the annual returns Mr Adams demonstrated a complete disregard for his professional duties and his obligation to act with integrity at all times. In the Panel’s view Mr Adams’s conduct fell far below that expected of a member of the profession.

70. Accordingly, Allegation 2(a)(i), (ii) and (iii) were found proved.

Allegation 2(b), (c) and (d) – Found Proved (in their entirety)

“Christopher Adams acted without integrity in that ought to have known that the Firm did not have Professional Indemnity Insurance in place when making the following representations:

On or around 6 December 2018, when he confirmed by way of accepting instructions from HNWLending Limited that the Firm held a Professional Indemnity Insurance policy;

On or around 16 January 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to Banner Jones purporting to show that the Firm was insured;

On or around 16 April 2019, when he supplied a copy of a Professional Indemnity Insurance certificate to KSEYE purporting to show that the Firm was insured.”

71. The Panel took into account its findings in relation to Allegations 1(b), (c) and (d). The Panel, having concluded that Mr Adams dishonestly accepted instructions from HNWL on the basis that he had PII cover and dishonestly provided forged PII certificates to Banner Jones and KSEYE also concluded that his conduct on each of these occasions lacked integrity.
72. For the same reasons, as set out in paragraph 69 above, the Panel concluded that Mr Adams demonstrated a complete disregard for his professional duties and his obligation to act with integrity at all times. In the Panel's view Mr Adams's conduct fell far below that expected of a member of the profession.
73. Accordingly, Allegations 2(b), (c) and (d) were found proved in their entirety.

Allegation 3(a) and (b) – Found Proved (in their entirety)

“Christopher Adams acted dishonestly in that he knew that the Professional Indemnity Insurance certificate he supplied to the below parties was not genuine:

- a. Banner Jones on or around 16 January 2019;*
- b. KSEYE on or around 16 April 2019.”*

74. The Panel took into account its findings in relation to Allegations 1(c) and (d). For the reasons stated in paragraphs 44, 60 and 66, the Panel concluded that Mr Adams knew that the PII certificates he provided to Banner Jones and KSEYE were false.
75. Accordingly, Allegations 3(a) and (b) were found proved.

Allegation 4(a) and (b) – Found Proved (in their entirety)

“Christopher Adams acted without integrity in that he ought to have known that the Professional Indemnity Insurance certificate he supplied to the below parties was not genuine:

a. Banner Jones on or around 16 January 2019;

b. KSEYE on or around 16 April 2019.”

76. The Panel took into account its findings in relation to Allegations 3(a) and (b) above. The Panel, having concluded that Mr Adams dishonestly supplied the forged PII certificates to Banner Jones and KSEYE also concluded that his conduct on each of these occasions lacked integrity.

77. For the same reasons, as set out in paragraph 69 above, the Panel concluded that Mr Adams demonstrated a complete disregard for his professional duties and his obligation to act with integrity at all times. This includes satisfying himself that any document he provides to a third party is accurate and is not misleading. The Panel has not accepted Mr Adams’ account of how he came to be in possession of the forged PII certificates, but even if Mr Carlino had provided these documents, there is a legitimate expectation that Mr Adams would have taken appropriate steps to assure himself that the documents were genuine particularly as he implies in his unsigned witness statement that the PII cover was obtained without his input. The Panel concluded that even based on Mr Adams’ version of events a cursory check would have revealed that the PII certificates were not genuine. However, the Panel has gone further, and has concluded that he *did* know that the certificates were not genuine.

78. In the Panel’s view Mr Adams’s conduct fell far below that expected of a member of the profession.

79. Accordingly, Allegations 4(a) and (b) were found proved.

Allegation 5 – Found Proved

“Christopher Adams, between 21st January 2017 and 2nd March 2020, failed in his professional obligation to ensure that all previous and current professional work is covered by adequate and appropriate indemnity cover which met the standards approved by the Regulatory Board and/or Standards and Regulation Board.”

80. The Panel was satisfied that Mr Adams as the sole member principal of the Firm had a professional duty to ensure that all previous and current professional work is covered by adequate and appropriate PII cover which met the standards required by the Regulatory Board and/or the Standards and Regulation Board. It is one of the obligations that he voluntarily agreed to be bound by when he became an RICS member. There

was no good reason before the Panel which explains why Mr Adams failed to ensure that appropriate PII cover was in place.

81. As stated above, the insurance that had been in place expired on 21 January 2017 and no further insurance cover was obtained. The insurance certificates that were subsequently produced were forgeries.
82. Accordingly, Allegation 5 was found proved.

Allegation 6(a), (c) and (d) – Found Proved; Allegation 6(b) – Found Not Proved

“Christopher Adams, between 1st October 2019 and 2nd March 2020, failed to respond to requests for information made by RICS, appropriately or at all, regarding concerns raised by:

- a. Sancus*
- b. Bridge Help*
- c. HMW Lending*
- d. Ms Ayshe Kadir”*

83. The Panel noted that the complaints raised with RICS had been allocated the following reference numbers:
 - REG0000153548 & REG0000160154 (A KADIR)
 - REG0000152503 & REG0000160155 (SANCUS)
 - REG0000152733 & REG0000153072 (HNW)
 - REG0000158002 & REG0000160151 (BRIDGE HELP/BANNER JONES)
 - REG0000153682 & REG0000158543 (HOWDEN)
84. The Panel was provided with a witness statement from Mrs Richards which exhibited copies of the requests for information that had been sent by RICS to Mr Adams. The Panel was satisfied that Mr Adams had a professional duty to respond to the concerns and complaints that had been raised appropriately and in a timely manner.
85. The Panel noted that telephone calls were made to Mr Adams in respect of the Sancus complaint on 3 October 2019. The calls were made to his mobile and landline. Although no message was left on the landline a message was left on the mobile. However, there was no response. A further voicemail message was left on his mobile phone on 16 October 2019 and again on 5 November 2019. There was no response to either of these messages. In these circumstances, the Panel concluded that Mr Adams had failed to respond to RICS' requests for information in relation to the concerns raised by Sancus. The Panel concluded that this amounted to a failure as no good reason for the omissions has been provided.

86. The Panel noted that the complaint from Bridge Help was received by RICS on 21 February 2020. The first reference to enquiries relating to complaint are in an email dated 9 July 2020. The email is headed - *'Investigation about concerns raised by Bridge Help'* and states as follows: *'Further to my letter dated 3 July 2020, I am writing let you know about a further party (above) from which we have received concerns.'* The stem of the Allegation is restricted to requests for information between 1 October 2019 and 2 March 2020. The email to Mr Adams from RICS regarding Bridge Help appears to have been first raised with him in July 2020 which is outside the required time period. Furthermore, Mrs Richards statement confirms there is a gap in requests for information between 6 February 2020 and 3 July 2020, and therefore it is unlikely that any requests were made in respect of Bridge Help earlier than 9 July 2020. In these circumstances, the Panel concluded that there was no basis upon which Allegation 6(b) could be found proved.
87. The Panel noted that on 20 September 2019, RICS sent an email to Mr Adams in respect of the HNW complaint requesting that he make contact regarding *"a matter we have received."* There was no response from Mr Adams. Telephone call telephone calls made to Mr Adams in respect on 1 October 2019. The calls were made to his mobile and landline. Although no message was left on the landline a message was left on the mobile. However, there was no response. In these circumstances, the Panel concluded that Mr Adams had failed to respond to RICS' requests for information in relation to the concerns raised by HNW. The Panel concluded that this amounted to a failure as no good reason for the omissions has been provided.
88. The Panel noted that on 10 December 2019, RICS sent an email to Mr Adams in respect of the Ms Kadir's complaint requesting that he make contact regarding a "concern" about the service she had received. There was no response from Mr Adams. On the same day, a telephone call telephone calls made to Mr Adams and a message was left. However, there was no response. In these circumstances, the Panel concluded that Mr Adams had failed to respond to RICS' requests for information in relation to the concerns raised by Ms Kadir. The Panel concluded that this amounted to a failure as no good reason for the omissions has been provided.
89. Accordingly, the Panel concluded that Allegations 6(a), (c) and (d) were found proved and 6(b) was found not proved.

Allegation 7 – Found Proved

"Grindlay Taylor Real Estate (Weybridge) Ltd/Grindlay Taylor Real Estate Ltd ('the Firm') failed to submit information about its Professional Indemnity Insurance to RICS that was correct on the following occasions:

- a. Annual return submitted on 7 February 2018;*
- b. Interim return submitted on 2 May 2018;*
- c. Annual return submitted on 6 February 2019"*

90. The Panel took into account its findings in relation to Allegations 1 and 2. The Panel noted that Mr Adams was the firm/organisation's contact officer authorised to provide information to RICS in the Firm's annual return. The Panel was satisfied that the Firm had a duty, as a separate legal entity, to ensure that the information provided to RICS on its behalf was true and accurate. The Firm agreed to be bound by this obligation when it was admitted as a registered Firm.
91. The Panel has already determined that the information provided by Mr Adams was incorrect. As a consequence, the Firm is also responsible for the failure to ensure that the information provided on its behalf was true and accurate.
92. Accordingly, the Panel found Allegation 7 proved.

Allegation 8 – Found Proved

“The Firm, between 21st January 2017 and 2nd March 2020, failed to ensure that all previous and current professional work is covered by adequate and appropriate indemnity cover which met standards approved by the Regulatory Board and/or the Standards and Regulation Board.”

93. The Panel took into account its findings in relation to Allegation 5. The Panel has already determined that Mr Adams as the sole member principal of the Firm had a professional duty to ensure that all previous and current professional work is covered by adequate and appropriate PII cover which met the standards required by the Regulatory Board and/or the Standards and Regulation Board. The Panel noted that indemnification is carried out by firms and that as a consequence of the acts and omissions of Mr Adams, as the sole member principal the Firm, the Firm as a separate legal entity did not comply with its obligations to ensure that PII cover is in place for previous and current professional work.
94. Accordingly, the Panel found Allegation 8 proved.

Allegation 9(a), (c) and (d) – Found Proved; Allegation 9(b) – Found Not Proved

“The Firm, between 1st October 2019 and 2nd March 2020, failed to respond to requests for information made by RICS, appropriately or at all, regarding concerns raised by:

- a. Sancus*
- b. Bridge Help*

c. HMW Lending

d. Ms Ayshe Kadir

95. The Panel took into account its findings in relation to Allegation 6. The Panel has already determined that Mr Adams, as the sole member principal and Regulatory Contact Officer for the Firm, had a professional duty to ensure that he responded to requests for information from RICS appropriately and timely. It is through the actions of Mr Adams that the Firm was required to comply with its obligations. The Panel noted that as a consequence of the acts and omissions of Mr Adams, the Firm as a separate legal entity did not comply with its duty to ensure that requests for information were responded to appropriately.
96. For the same reasons, as stated in relation to Allegation 6, the Panel concluded that Allegations 9(a), (c) and (d) were found proved and Allegation 9(b) was found not proved.

Liability to Disciplinary Action

97. The Panel noted that Mr Adams, during the relevant period, enjoyed the benefit of holding himself out as a member of RICS. The Panel also noted that all members agree to adhere to the RICS Rules, Regulations and Bye-Laws and accept that they may be subject to disciplinary action, if they fail to do so.
98. The Panel, having considered its factual findings, was satisfied that Mr Adams' dishonest acts and omissions, lack of integrity and his failure to comply with his professional obligations amounted to a serious falling short of his professional duties and the high standards expected of RICS members. It was Mr Adams' responsibility to ensure that he was aware of the Rules and that he complied with them. The Panel concluded that Mr Adams' acts or omissions seriously undermined public trust and confidence in the profession and the regulatory process. Mr Adams' failings in his personal capacity and as the sole principal of the Firm and Regulatory Contact Officer persisted over a significant period of time. The failings cannot be described as one-off instances as they were repeated on multiple occasions in relation to multiple clients. These failings demonstrated a complete disregard for the high standards expected of an RICS member.
99. The Panel noted that, during the relevant period, the Firm enjoyed the benefit of being a registered RICS firm.

100. The Panel, having considered its factual findings, was satisfied that the Firm's failure to comply with its obligations to submit accurate information regarding its PII to RICS, to ensure that all previous and current work was covered by appropriate PII cover and to respond to requests for information from RICS amounted to a serious falling short of the standard of compliance expected from an RICS registered firm. The status of the Firm as a registered firm, carries a legitimate expectation and an obligation to comply with RICS rules. It was the Firm's responsibility to ensure that it was aware of the rules and complied with them through Mr Adams as the sole member principal and Regulatory Contact Officer. The Panel concluded that the Firm's failings seriously undermined public trust and confidence in the profession and the regulatory process.

101. In these circumstances, the Panel concluded that Mr Adams is liable to disciplinary action under Bye-Laws 5.2.2(a) and 5.2.2(c). Similarly, the Panel concluded that the Firm is liable to disciplinary action under Bye-Laws 5.3.2(a) and 5.3.2(c).

Sanction

The Panel's Approach to Sanction

102. The Panel bore in mind that the purpose of sanctions is not to be punitive, although they may have that effect. The purpose of sanctions is to protect the public, to declare and uphold the standards of the profession, to safeguard the reputation of the profession and that of RICS as its regulator and to deter members and Firms from future non-compliance. Sanctions must be proportionate and considered in order of severity, starting with the least restrictive until a sanction, or range of sanctions, which meets the public interest has been reached.

103. The Panel accepted the advice of the Legal Assessor. The Panel had regard to the RICS Sanctions Policy and considered carefully the aggravating factors and mitigating factors, if any, and the weight to be attached to these factors.

Decision on Sanction

104. In making its decision on sanction, the Panel considered the position of Mr Adams and the Firm together, as Mr Adams is the sole member principal and the Regulatory Contact Officer responsible for ensuring that the Firm complies with its duties and obligations.

105. The Panel identified the following aggravating factors:

- Mr Adams benefited financially from his wrongdoing and may have provided up to 65 valuation reports per year whilst uninsured.
- Warnings from Howden in July 2017 and August 2018, that Mr Adams did not have PII cover, were ignored.
- The breaches cannot be described as isolated or one-off incidents as there were multiple failures involving multiple clients including a private individual and financial institutions.
- The breaches were repeated, conscious and deliberate and persisted for a significant period of time.
- There was a persistent disregard for clients (including a private individual and financial institutions), third parties (including financial investors) and the regulatory process and deliberate attempts were made to 'cover up' his wrongdoing.
- Significant amounts of client monies were exposed to unwarranted risk of financial loss, actual financial loss, and the financial institutions were, in addition, exposed to reputational damage.
- There has been no significant or meaningful engagement from Mr Adams and/or the Firm.
- As Mr Adams has not engaged with these proceedings, he has demonstrated no insight into the nature and extent of his own wrongdoing and that of the Firm; nor has he demonstrated any remorse or regret.

106. The Panel was unable to identify any mitigating factors. Mr Adams and his wife, in correspondence with RICS referred to health matters. The Panel noted that poor health may, in certain circumstances, mitigate a failure to respond to requests for information and matters that can be properly described as an oversight. However, the Panel concluded that the facts found proved were not one-off acts and omissions, and there was no medical evidence before the Panel to indicate that any of the failings were due to his health. In any event, the Panel

concluded that poor health cannot mitigate Mr Adams' dishonesty as, by its very nature, it involves a deliberate and conscious act or omission.

107. The Panel noted that on 14 February 2022 in response to an email from RICS enclosing a revised costs schedule, Mr Adams provided a hospital letter which confirmed that he was involved in a road traffic accident on 8 February 2022 resulting in fractured ribs. Although, Mr Adams' injury is unfortunate, the Panel took the view that it does not mitigate his wrongdoing.

108. For these reasons, the Panel concluded that the assertions and evidence made by Mr Adams and on his behalf by his wife with regards to health matters did not amount to mitigating factors.

109. The Panel also concluded that the absence of an adverse disciplinary record did not amount to a mitigating factor as the expectation is that members of RICS and registered Firms will be of good standing at all times.

No Action

110. The Panel first considered taking no action. It concluded that, in view of the nature and seriousness of the Rule breaches, to take no action regarding Mr Adams' membership or the Firm's registration would be wholly inappropriate as it was unable to identify any exceptional circumstances. The Panel concluded that taking no action would be insufficient to protect the public and would not maintain public confidence or uphold the reputation of the profession.

Caution

111. The Panel next considered whether to impose a Caution but considered this to be insufficient to mark the seriousness of Mr Adams' dishonesty and lack of integrity and the persistent nature of his failures and those of the Firm. The Panel was unable to conclude that the conduct was unlikely to be repeated, particularly as the absence of PII was an ongoing and persistent feature of the period from 21 January 2017 onwards, and in light of the number and repetitive nature of the failures to respond to RICS's requests with regard to the concerns that had been raised. Furthermore, the Panel noted that at no stage has Mr Adams taken the opportunity to acknowledge his wrongdoing, the impact of his behaviour on the complainants, or the impact of his behaviour on the wider profession and his professional standing as a RICS member. In

the absence of any insight the Panel concluded that there was a real risk of repetition. The Panel concluded that the breaches, which had occurred over a lengthy period of time, were not 'minor,' nor could they be described as isolated incidents. Therefore, the Panel concluded that a Caution was not an appropriate and proportionate sanction.

Reprimand

112. The Panel next considered whether to impose a Reprimand. The Panel concluded that the risk of potential harm to clients was so serious that it required more than a formal admonishment to declare and re-affirm the standards expected of members and registered firms. The Panel also concluded that a Reprimand would not send a clear message to the wider profession about the standards of conduct expected and would therefore be insufficient to maintain and uphold public trust and confidence in the profession and the regulatory process.

Fine

113. The Panel went on to consider whether a Fine should be imposed. The Panel concluded that a financial penalty would be purely punitive and would not adequately address the Panel's concern regarding the risk of harm to the members of the public and public trust and confidence in the profession. Nor would it have the desired effect of deterring members and Firms with regard to future non-compliance.

Conditions or Undertakings

114. The Panel next considered whether conditions or undertakings should be imposed on Mr Adams' membership or the Firm's registration. The Panel carefully considered the aggravating and mitigating factors and concluded that it could have no confidence that Mr Adams' and/or the Firm would comply with conditions or undertakings, even if suitable conditions or undertakings could be formulated, given that pre-existing obligations were flagrantly breached on numerous occasions over a significant period of time. The Panel noted that Mr Adams and the Firm had proved difficult to regulate and, in the absence of insight, there was no indication that this had changed. The Panel noted, in particular, that Mr Adams continued to carry out valuation work after May 2019 having been put on notice that his insurance certificate was or appeared to be fraudulent.

115. In these circumstances, the Panel took the view that conditions or undertakings would not be appropriate or sufficient to address the wider public interest.

Expulsion and Removal

116. The Panel determined that it had no option in this case but to expel Mr Adams from RICS. In reaching this conclusion it had regard, in particular, to his continuous failure to comply with RICS Rules, his persistent dishonesty, and his repeated failure to cooperate with RICS as his regulator. The Panel took the view that expulsion is justified and proportionate in this case in order to protect the public and to maintain public trust and confidence in the surveyors' profession and RICS as a regulator.

117. Accordingly, the Panel orders Mr Adams' expulsion from RICS membership. The Panel further orders that the registration of the Firm be removed for the failure to ensure that Mr Adams, as the sole member principal and Regulatory Contact Officer, fulfilled his obligations on behalf of the Firm.

118. The Panel is satisfied that these sanctions are both appropriate and proportionate to protect the public, maintain confidence in the reputation of the profession, ensure proper standards of conduct and behaviour are upheld and to deter others.

Publication and Costs

Publication

119. Mr O'Brien Quinn referred the Panel to RICS' policy on publication.

120. The Panel accepted the Legal Assessor's advice that it is usual for decisions to be posted on the RICS website. The Panel was unable to identify any reason for departing from the normal practice in this case. Part of the role of the Panel is to uphold the reputation of the profession, and publication of its decisions is an essential part of that role.

121. The Panel orders that this decision is published on the RICS website.

Costs

122. Mr O'Brien Quinn made an application for costs. The Panel carefully considered whether to make an award of costs. It was satisfied that the case had been properly brought, and that costs should be awarded otherwise the financial burden of bringing this case would fall on the profession as a whole. The Panel noted that Mr Adams did not take up the opportunity to narrow the issues at an early stage of these proceedings which is likely to have reduced the preparation time that was required and possibly the costs of the hearing.

123. Mr O'Brien Quinn provided a schedule of costs to Mr Adams and the Firm in advance of the hearing in the sum of £4,250.00 and an additional schedule of costs was provided on 14 February 2022, in the sum of £26,645.00; thereby making a total of £30,895.00. The Panel noted that the additional schedule of costs does not represent the full costs of this hearing.

124. Mr Adams stated in his email dated 14 February 2022 that *"In terms of the costs I have not been able to work for over 2 years,, so I assume I'll just have to go bankrupt."* The Panel took this to mean that Mr Adams is currently of limited means. However, in the absence of a statement of means and/or any documentary evidence of Mr Adams' circumstances and the Firm's income, the Panel was unable to identify any reason for reducing the costs. The Panel concluded that the costs were fair, reasonable, and proportionate.

125. Accordingly, the Panel ordered Mr Adams and/or the Firm to pay the RICS costs in the sum of £30,895.00. Mr Adams and the Firm are jointly and severally liable to pay these costs. In determining that Mr Adams and the Firm should pay the RICS' costs, the Panel took into account the fact that they may be able to negotiate with the RICS with a view to devising an acceptable payment plan, if necessary.

126. As the Panel has made a substantive order the Interim Measure imposed in June 2020 is revoked and shall cease as of today.

Right of Appeal

127. Mr Adams and/or the Firm have 28 days to appeal against this decision in accordance with Rules 59 of the RICS Disciplinary, Registration and Appeal Panel Rules 2009.

128. In accordance with Rule 60 of the RICS Disciplinary, Registration and Appeal Panel Rules 2009 the Honorary Secretary has 28 days from the service of the notification of this decision to require a review of this decision.

Annex

Preliminary matters

The Relevant Rules

1. At the outset of the hearing, Mr O'Brien Quinn, on behalf of RICS, informed the Panel that the relevant Disciplinary, Registration and Appeal Panel (DRAP) Rules applicable to the first two concerns in time are those contained in Version 7 whilst the DRAP Rules applicable to the later concerns in time are those contained in Version 8.
2. Mr O'Brien Quinn invited the Panel to use the more recent version of the rules (Version 8). He submitted that there is little or no practical difference between the two versions, but Version 8 contains slightly more detail as to procedure. He further submitted that Mr Adams and the Firm have been on notice since 19 January 2021 following receipt of a letter from the Head of Regulation that Version 8 of the DRAP Rules should apply. No submissions to the contrary have been received from Mr Adams or his legal representative.
3. The Panel was satisfied that it was fair and appropriate to rely solely on Version 8 of the DRAP Rules for the reasons outlined by Mr O'Brien Quinn.

Service of Notice of Hearing

4. Mr Adams did not attend the hearing, neither did any representative on behalf of Mr Adams or the Firm.
5. A Notice of Hearing, dated 9 December 2022, was sent to Mr Adams, the Firm and his legal representatives by email. The Notice of Hearing:
 - i. confirmed the date and time of the hearing and that it would take place via remotely via Microsoft Teams;
 - ii. confirmed the charges;
 - iii. provided at least 56 days' notice; and
 - iv. enclosed the Disciplinary, Registration and Appeal Panel Rules 2009 (as amended).

6. A copy of the evidence bundle was served separately upon Mr Adams, by RICS' Presenting Officer.
7. The Panel was provided with a witness statement from Mrs Maria Choudhury in which she confirmed that the emails to Mr Adams and the Firm were sent to their 'preferred' email addresses for correspondence as held by RICS on its system. The Notice of Hearing sent by email to the Firm was undelivered and was subsequently re-sent to an alternative email address provided by RICS' legal representative - Mr O'Brien Quinn. The Panel was provided with delivery receipts for all three recipients.
8. The Panel was satisfied that the Notice of Hearing had been properly served on Mr Adams and the Firm in accordance with DRAP Rule 53 (Version 8).

Proceeding in Absence Application

9. Mr O'Brien Quinn, on behalf of RICS, made an application in accordance with DRAP Rule 81 for the hearing to proceed in the absence of Mr Adams and the Firm.
10. Mr O'Brien Quinn set out the background circumstances including the nature and extent of Mr Adams' engagement with the regulatory process. The Panel was informed that between 5 June 2019 and 21 February 2020, a number of concerns were raised with RICS in relation to Mr Adams and the Firm; those concerns led to investigations being initiated by RICS. An RICS investigator first contacted Mr Adams by email on 20 September 2019. No response was received. Thereafter there were a number of telephone calls made to Mr Adams, and emails and letters were also sent until 6 February 2020. On 5 May 2020 Mr Adams was informed that his case had been listed for an Interim Measures (IM) application on 20 May 2020 via Skype. The hearing was postponed for a week and on 26 May 2020 (the day before the re-scheduled hearing) Mr Adams' wife sent an email timed at 21.56 in which she stated that he was too unwell to attend the hearing. In a further email, sent on 27 May 2020, Mrs Adams stated that her husband had been the "*victim of fraud*" and that this had affected his health. The hearing was adjourned by the IM panel. On 1 June 2020, Mr Adams was informed that the IM hearing had been re-listed to take place on 24 June 2020. In an email dated 18 June 2020, Mrs Adams stated that she would be obtaining a report with regard to her husband's health and in further emails sent on 23 June 2020 she stated that it was unlikely that he would be able to attend the hearing for health reasons. Mrs Adams referred to a court hearing involving Sancus and stated. "...*someone called Nick Carlino, accessed his computer and ended up stealing the computer and sent them reports and a false PI Insurance certificate.*" She also indicated that her husband would be "*admitted*" that day (23 June 2020). A separate email was sent by Mr Adams' legal representatives on 23 June 2020 in which a 90-day adjournment was requested on the grounds of health. Mr Adams' solicitor, Mr Smith subsequently contacted RICS by telephone. The telephone attendance note records that Mr Smith confirmed that his instructions were limited to the request for an adjournment. According to the telephone note, he stated

that there was a strong prima facie case that fraud was involved but was not in a position to confirm whether Mr Adams was the subject of the ongoing litigation or was the instigator. On 24 June 2020, the IM hearing proceeded in the absence of Mr Adams.

11. Mr O'Brien Quinn informed the Panel that at no point was any medical evidence provided to RICS. Subsequent to the IM hearing the only engagement from, or on behalf of Mr Adams, was a request on 6 July 2020 that all future RICS documentation be sent to his solicitor. Between 9 July 2020 and 2 October 2020 Mr Adams and his solicitor were sent requests and chasers in relation to information. However, no information was provided other than an unsigned statement from Mr Adams sent on his behalf by his solicitor on 21 October 2020; he undertook to revert to RICS once there was a signed copy, but no signed copy has been received. On 27 January 2022 Mr Adams sent an email to the Tribunal Executive, Mrs Choudhury, in which he stated that his life has "*spiralled out of control*" including his health. He went on to state:

"Has anybody looked at the fact that Mr Carlino is being looked at all over the country, for what he has caused to everyone. I have witnesses that can write statements on his behaviour, however, I fell (sic) that the cost of me to put this all together will not be worth the hassle at this stage.

Thank you for keeping me up to date with the matter in hand, but i have no fight in me so please just do what you have to do and then I can get in with my life in an different industry (sic)"

12. Mr O'Brien Quinn invited the Panel to conclude that the absence of Mr Adams is entirely voluntary as no documentary medical evidence has been provided to support his assertion that he is unwell. He further submitted that no medical evidence has been provided at any stage of the disciplinary process and that Mr Adams has shown no indication of wishing to engage or to put forward any account save that contained in his unsigned and undated statement. Mr O'Brien Quinn stated there can be no guarantee that Mr Adams will be able to attend in the short term or at all and an adjournment of any length will not change that. He acknowledged that Mr Adams would be disadvantaged by not being able to present his case. However, he submitted that Mr Adams has chosen not to provide information or evidence throughout this process. If Mr Adams were to attend the hearing, having chosen not to adduce any evidence other than his own account, he would be at a disadvantage given the nature of the evidence and so his absence does not cause him much greater disadvantage. His real disadvantage lies in choosing not to prepare any case at all. Mr O'Brien Quinn reminded the Panel that these matters date back in the main to 2019 and earlier and that five witnesses are expected to give evidence during this hearing. He submitted that these matters have had a significant financial impact on a number of individuals and companies and that it is in the public interest that a final determination of these matters is made as soon as possible.

13. The Panel accepted the Legal Assessor's advice and took into account the guidance in the cases of *R v Jones* [2002] UKHL 5 and *GMC v Adeogba* [2016] EWCA Civ 162 with regards to the relevant factors to be considered. The judgement in *Adeogba* confirmed that '*The fair, economical, expeditious and efficient disposal of allegations made against ... practitioners is of very real importance*' and that a hearing should not be re-listed in circumstances where a practitioner had deliberately failed to engage in the hearing given the consequential cost and delay to other cases. The judgement in *Adeogba* also stated: "*there is a burden on...all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them. That is part of the responsibility to which they sign up when being admitted to the profession.*"
14. The Panel determined that it was reasonable and in the public interest to proceed with the hearing in the absence of Mr Adams and the Firm for the following reasons:
- (i) Mr Adams confirmed in his email, dated 27 January 2022, that he has no '*fight*' left and intends to get on with his life in a different industry. The Panel took this to mean that he has no intention of attending the hearing. Although Mr Adams referred to his health, no documentary medical evidence was provided to support a conclusion that he is unfit to attend the hearing. In the absence of any medical evidence or any other good reason, the Panel concluded that it was fair and reasonable to conclude that Mr Adams' non-attendance was voluntary and therefore a deliberate waiver of his right to attend and to participate in these proceedings. In reaching this conclusion the Panel noted that Mr Adams had not attended two previous hearings during the course of this disciplinary process. The first was postponed on the basis of undocumented ill-health in order to allow Mr Adams to recover or provide medical evidence. No evidence was ultimately provided. At the postponed hearing Mr Adams did not attend. Similar reasons were submitted on that occasion, but no evidence was provided. The Panel noted that Mr Adams has failed to engage with RICS in any meaningful way since September 2019.
 - (ii) The Panel noted that Mr Adams did not make an application to adjourn but, in any event, concluded that an adjournment would serve no useful purpose as he has not demonstrated any willingness to engage fully with the disciplinary process. If an adjournment was granted, it was highly likely that the delay would be measured in many months rather than weeks which would cause significant inconvenience to the five external witnesses scheduled to give evidence during the hearing.
 - (iii) The Panel acknowledged that there may be significant disadvantage to Mr Adams in not being able to give oral evidence or make submissions. However, the Panel noted that Mr Adams chose not to prepare a case in response to the allegations and chose not to return the completed listing questionnaire that he was bound to do by DRAP Rule 44(b)(i). He also chose

not to accept or deny any one of the charges and chose not to ask for the attendance of any witness or provide any statement or documentary evidence upon which he wished to rely. The Panel was satisfied that the extent of any disadvantage to Mr Adams has all been as a result of his own choice. Furthermore, the Panel concluded that the disadvantage to Mr Adams is far outweighed by the public interest in ensuring that the hearing commences and proceeds expeditiously.

Hearsay Application

15. Mr O'Brien Quinn, on behalf of RICS, made an application to adduce the evidence provided by a witness, Mr Matthew Baker, as hearsay evidence. He outlined the relevant DRAP rules and the key legal provisions.
16. Mr Baker provided RICS with two witness statements. Mr O'Brien Quinn informed the Panel that at the time the listing was arranged Mr Baker was available and willing to attend during the relevant time period. However, a prior commitment had to be rearranged and Mr Baker is no longer available to attend the hearing as he will be abroad on 15 February 2022. Mr O'Brien Quinn submitted that it would not be appropriate for Mr Baker to give his evidence on 16 or 17 February 2022 as this was likely to impact on the time available to conclude this case.
17. Mr O'Brien Quinn submitted that Mr Baker is a significant witness as he provides evidence which supports the allegation that Mr Adams was carrying out property valuations while uninsured as well as charges that he produced and relied on two forged insurance certificates. Mr O'Brien Quinn submitted that Mr Adams does not dispute that the insurance certificates were in fact forgeries. Mr Adams' case is that a Mr Carlino created the forgeries, and that he too was the victim of Mr Carlino's fraudulent activity. In these circumstances, he further submitted that the most significant and central aspects of Mr Baker's evidence are not only unchallenged but accepted by Mr Adams. As a consequence, there is little, if any, prejudice to Mr Adams by the admission of Mr Baker's evidence as hearsay.
18. The Panel accepted the advice of the Legal Assessor.
19. The Panel concluded that Mr Baker's witness statement should be admitted in evidence for the following interrelated reasons:

20. Mr Baker provides significant underlying evidence in this case.

- (i) Mr Baker provides important underlying evidence in his witness statement and based on the unsigned and undated witness statement of Mr Adams, that Mr Baker's evidence does not appear to be challenged. Furthermore, no information has been provided which would indicate that Mr Baker's is materially in dispute.
- (ii) Mr Baker's witness statements were made in contemplation of these disciplinary proceedings.
- (iii) Mr Baker was willing and able to attend the hearing to give evidence, but that position has changed due to the re-arrangement of a pre-existing engagement abroad and he cannot be compelled to give evidence.
- (iv) Hearsay evidence is admissible and should be admitted where the evidence is relevant and probative save where its admission would cause such unfairness that cannot be properly or adequately mitigated by the Panel and the process of the hearing itself. The Panel is satisfied that the evidence of Mr Baker is relevant and probative. The Panel is also satisfied that there is no indication that admission of the witness statements of Mr Baker would cause any injustice to Mr Adams.
- (v) An adjournment of the hearing in order to secure the attendance of Mr Baker would cause unnecessary delay and is not in the interests of either party, the witnesses, or the public interest.

Amendment of Charges

21. The Panel drew Mr O'Brien Quinn's attention to a typographical error in the stem of Allegation 2.

22. Mr O'Brien Quinn did not object to the proposed amendment. Therefore, the Panel, of its own volition, amended the stem of Allegation 2 by inserting the word '*he*' before '*ought to have known*'. The Panel was satisfied that this minor typographical correction did not alter the substance or meaning of the charges and therefore would not cause any injustice to Mr Adams.