



## **ROYAL INSTITUTION OF CHARTERED SURVEYORS**

### **Disciplinary Panel Hearing**

**Case of Ian Prince (1123477) and Principles Surveyors Ltd (710619)**

#### **Location**

#### **On**

15-19 April 2024 & 7-8 May 2024

#### **At**

Held remotely via Microsoft Teams

#### **Panel**

Alison Sansome (Lay Chair)  
Sue Heads (Lay Member)  
Mark Griffin FRICS (Surveyor Member)

#### **Legal Adviser**

Richard Ferry-Swainson

#### **RICS Representative**

Christopher Geering

#### **Tribunal Executive**

Adeel Qureshi

## Introduction

Mr Ian Prince and Principles Surveyors Ltd (“the Firm”) appear before the RICS Disciplinary Panel in connection with the following allegations (as amended):-

RICS alleges against Mr Prince that:

1. Between 29 March 2021 and 30 September 2023, in respect of one or more of the individuals/ company listed in Schedule A, he:
  - a. Accepted instructions to produce a survey / report,
  - b. Accepted payment in advance,
  - c. Having failed to produce the survey / report within an adequate time period or at all, he failed to refund the advance payment within an adequate time period or at all,
  - d. His actions at (a)-(c) above were:
    - i. In breach of his professional obligations,
    - ii. Lacked integrity.

**Contrary to Rule 3 of the Rules of Conduct for Members Version 7 and/or Rule 1 of the Rules of Conduct 2021**

**The Member is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)**

### Schedule A

1	Julie Gray
2	Kate Thornalley
3	Shelley and Jane Robinson
4	Suzanne Armitage
5	Axe Block Management
6	Philip Dean

- a. Mr Prince permitted Principles Surveyors Limited, which he controlled, to fail to comply with its professional obligations by not honouring an award made by the Centre for Effective Dispute Resolution on 4 August 2022 to pay £1250 to Kate Thornalley.
- b. His actions at (a) above were:
  - i. In breach of his professional obligations,
  - ii. Lacked integrity.

**Contrary to Rule 1 of the Rules of Conduct 2021**

**The Member is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)**

- 3. Between 1 December 2020 and 30 September 2023 Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him in that, in respect of the individuals/ company set out in Schedule B:
  - a. He accepted instructions to produce a survey/ report / valuation,
  - b. He failed to produce the survey/report/valuation at all or within a reasonable timeframe.

**Contrary to Rule 5 of the Rules of Conduct for Members Version 7, and/or Rule 3 of the Rules of Conduct 2021.**

**The Member is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)**

Schedule B

1	Jamie Hyde-Wyatt
2	Julie Gray
3	Kate Thornalley
4	Helen Maguire
5	Amisha Khaira
6	Shelley and Jane Robinson
7	Josephine Estaphanos

8	Suzanne Armitage
9	Axe Block Management
10	Philip Dean

### The Firm

4. Between 1 December 2020 and 30 September 2023 Principles Surveyors Ltd failed to carry out its professional work with proper regard for the standards of service and / or customer care expected of it in that, in respect of the individuals / company set out in Schedule B:
- a. It accepted instructions to produce a survey/ report / valuation,
  - b. It failed to produce the survey/report/valuation at all or within a reasonable timeframe.

**Contrary to Rule 5 of the Rules of Conduct for Firms Version 7, and/or Rule 3 of the Rules of Conduct 2021.**

**The Firm is therefore liable to disciplinary action under RICS Bye-law 5.3.2(c)**

5. Between 16 August 2021 and 30 September 2023 Principles Surveyors Limited, in respect of the individuals set out in Schedule C, failed:
- a. To provide a copy of its complaints policy,
  - b. To respond adequately or in a timely manner or at all to complaints.

**Contrary to Rule 3 and / or 7 of the Rules of Conduct for Firms Version 7 and / or Rule 1 and / or 5 of the Rules of Conduct 2021.**

**The Firm is therefore liable to disciplinary action under RICS Bye-law .3.2(c)**

### Schedule C

1	Jamie Hyde-Wyatt
2	Julie Gray
3	Kate Thornalley
4	Josephine Estaphanos

6. Principles Surveyors Limited failed to comply with its professional obligations by not honouring an award made by the Centre for Effective Dispute Resolution on 4 August 2022 to pay £1250 to Kate Thornalley.

**Contrary to Rule 1 of the Rules of Conduct 2021**

**The Firm is therefore liable to disciplinary action under RICS By-law 5.3.2(c)**

**Response**

Mr Prince did not attend the hearing and had not formally indicated whether or not he accepted the allegations.

**Preliminary matters**

Application for part of the hearing to be in private

1. Before proceeding to his application to continue in the absence of Mr Prince, Mr Geering made an application that parts of the hearing be in private because reference would be made to Mr Prince's health.
2. The Panel received legal advice from the Legal Adviser that the default position is that hearings are heard in public, in accordance with Rule 55 of the RICS Regulatory Tribunal Rules Versions 1 and 2. This is so that the public are aware of the functions being carried out by the Regulator. However, the Rules do allow for the hearing, or part of the hearing, to be conducted in private if the Panel is satisfied that there are exceptional circumstances that justify that decision.
3. The Panel was satisfied that, in order to protect the private life of Mr Prince, it was appropriate to go into private session as and when reference is made to Mr Prince's health.

Application to proceed in the absence of Mr Prince

4. Mr Geering then made an application to proceed in the absence of Mr Prince.
5. The Panel first considered whether the appropriate documents had been served in accordance with the Rules. The Panel took into account the submissions made by Mr Geering on behalf of RICS and also took into account the advice of the Legal Adviser.
6. Included within the correspondence bundle was the notice of the hearing, dated 15 February 2024, thereby satisfying the notice requirements in Rule 53. The notice had been sent to Mr Prince's registered home address by Royal Mail Special Delivery, but was returned as the recipient refused to accept it. Notice of the hearing was also sent by email to Mr Prince's professional email address, as it appears in RICS' register, but could not be delivered. In addition, the notice was sent to Mr Prince's personal email address that he had provided to RICS and which he had used to communicate with RICS. There was a delivery receipt indicating that this message was successfully delivered. The notice included details about the time, date and remote venue for the hearing. In addition, the Notice provided details about applying for a postponement and the Panel's power to proceed in Mr Prince's absence, if considered appropriate. The Rules of Conduct, Bye-laws and Regulatory Tribunal Rules were attached to the email.
7. The Panel was thus satisfied that the notice for the hearing had been served in accordance with the Rules, which require RICS to prove that the documents were sent, not that they were received.
8. The Panel therefore went on to consider whether to proceed in Mr Prince's absence. The Panel bore in mind that although it had a discretion to proceed in the absence of Mr Prince, it should exercise that discretion with the utmost care and caution, particularly as Mr Prince was unrepresented.
9. From the correspondence bundle it was apparent that the last communication from Mr Prince to RICS was on 27 September 2023. That was an email withdrawing his appeal against interim measures placed on his registration. He said:

*'Further to my response to you yesterday, formally withdrawing the appeal, I should add that given my circumstances now, email and other electronic communication will no longer be possible on this and any other email addresses you may hold for*

*me, as the severe financial hardship means I am going to have terminate these facilities and phone too.'* (sic)

10. Prior to that, on 24 September 2023, Mr Prince had said in an email to RICS that Principle Surveyors Ltd had ceased to trade as a result of the 'Interim Decision' on 17 August 2023. He said this had caused him severe hardship. He referred to his '*faultless professional service*' over 25 years that had been tarnished by more recent events [REDACTED]  
[REDACTED] He went on to say that he considered a final hearing to be '*unnecessary.*'
11. Between February and April 2024, RICS sent a number of emails to Mr Prince about the hearing on 15 April 2024, but no further communication was received from Mr Prince. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
12. On the morning of the hearing RICS called Mr Prince on his mobile phone number as recorded on the RICS database. Nobody answered the calls and there was no option to leave a voicemail.
13. The Panel was of the view that Mr Prince faced serious allegations and that there was a clear public interest in the matter being dealt with expeditiously. The Panel noted that Mr Prince had not responded to any of the Institution's many attempts to get in touch with him by both phone and email. The Panel thus considered an adjournment would serve no useful purpose because it seemed unlikely that Mr Prince would attend on any other occasion and he had not applied for an adjournment. From his last contact in September 2023, Mr Prince had indicated that he considered a final hearing to be unnecessary, suggesting he may have decided there was no point in attending.
14. In light of his complete lack of engagement since September 2023, the Panel concluded that Mr Prince had voluntarily absented himself from the hearing and thereby waived his right to be present and/or to be represented at this hearing. In all the circumstances, the Panel decided that it was in the interests of justice and in the public interest that the matter should proceed, notwithstanding the absence of Mr Prince. No adverse inference would be drawn from his non-attendance and the Panel would have regard to the responses he had provided

during the investigation.

#### Admission of additional evidence

15. During the course of the hearing, Mr Geering sought to adduce two additional pieces of evidence, not previously served on Mr Prince, as they had not been available before 15 April 2024. The first was an extract from Companies House showing that Principles Surveyors Limited is an active company. Mr Geering said this was to reassure the Panel that it had jurisdiction to hear the matters alleged against the Firm in light of Mr Prince's comments that it had ceased trading.
16. The second piece of evidence was an attendance note detailing contact made by RICS with Ms Armstrong (formerly Thornalley), Ms Robinson, Mrs Gray, Mrs Armitage, Mr Dean and Mr Wells of Axe Block Management, asking them to confirm whether they had received any refund from Mr Prince since submitting their statement. All confirmed that they had not received any refund from Mr Prince, except for Mrs Armitage. Mrs Armitage said she had pursued Mr Prince in the Small Claims Court and only then had Mr Prince paid a refund. Ms Armstrong said that whilst no refund had been received from Mr Prince, her claim to RICS Client Money Protection Scheme was successful.
17. Mr Geering said he wished to adduce this evidence to avoid having to call witnesses to be asked one question. He submitted that it was relevant to ascertain whether there had been any change of circumstances since the witness statements had been written. He further submitted that there was clearly no prejudice to Mr Prince since from their answers it was clear that the position was identical to that when RICS disclosed its case to Mr Prince, as nothing had changed. Mr Geering submitted that this was a proportionate way to deal with the matter rather than having to call witnesses to attend for that one question to be asked in order to get the up to date position. He added, it would have been wrong and unfair to Mr Prince to have proceeded on a wrong foundation if refunds had in fact subsequently been made.
18. The Panel considered the applications with care and took into account the advice of the Legal Adviser, who referred to Rule 121 and the need to apply the test of relevance and fairness.
19. With regard to the Companies House extract, this is a matter of public record and so freely available. There was no evidence before the Panel to indicate that it did not have jurisdiction to decide matters alleged against the Firm. However, Mr Prince had made reference to his



company ceasing trading and in such circumstances the Panel considered it relevant and helpful to have sight of the extract, since it dispelled any doubt about whether it had jurisdiction in this matter. The Panel, therefore, decided to allow it to be admitted since it could see no prejudice to Mr Prince in doing so and thus no unfairness in allowing the application.

20. With reference to the attendance note, the Panel considered the answers given by the witnesses were relevant to the matters alleged as it was helpful to have an up to date position. Some of those witnesses attended in any event as there were other questions to be put to them, but for those that did not the Panel considered it would have been wholly unnecessary and disproportionate to have called them to the hearing simply to have asked them the one question. Since Mr Prince was not here to ask any questions of the witnesses the Panel could see no prejudice to him in allowing this attendance note to be admitted, not least because there had in fact been no change to the position from when the papers were disclosed to him. In all the circumstances, the Panel was satisfied that it was fair to admit the attendance note.

#### Application to amend the Charge

21. On retiring to consider the matters alleged the Panel noted a potential issue with the dates referred to in Charges 1, 3 and 4 and invited submissions from Mr Geering. Having considered the matter, Mr Geering made an application to amend those Charges. In relation to Charge 1, the start date was 1 May 2021. However, the evidence of Mrs Gray was that she paid the Firm on 30 March 2021 and accordingly Mr Geering applied to amend the start date so that it covered the time that Mrs Gray made her payment and Mr Prince thereby accepted instructions to produce a report.

22. The second requested amendment was to Charges 3 and 4, where the start date was 1 January 2021. This was because the evidence of Mrs Maguire was that payment was made on 2 December 2020 and it was from that date that Mr Prince accepted instructions to produce a report.

23. Mr Geering submitted that these minor errors in the dates did not reflect the evidence that had been disclosed and the detail provided within the Case Summary. Mr Geering submitted that there would be no prejudice to Mr Prince or the Firm, since it was plain what was being alleged.

24. The Panel considered the application with care and accepted the advice of the Legal Adviser,

who referred it to Rule 122, which states: *'Where it appears to the Panel at any time that the charge sent to the Regulated Member in accordance with Rule 53 should be amended and the amendment can be made without injustice, after hearing the parties and consulting with the Legal Adviser, the Panel may amend the charge.'*

25. The Panel accepted the submission of Mr Geering that the amendments requested were minor in nature and did not affect the nature and seriousness of the matters alleged. The Panel agreed that there would, therefore, be no prejudice to Mr Prince or the Firm to allow the amendments. The true picture was clearly set out in the evidence and the Case Summary and accordingly Mr Prince would have been aware of the matters alleged and the timeframes concerned. In all the circumstances, the Panel was satisfied that it was in the interests of justice to allow the amendments requested.
26. Charge 1 was therefore amended to say between 29 March 2021 and 30 September 2023. Charges 3 and 4 were amended to say between 1 December 2020 and 30 September 2023.

### **Background and evidence**

27. Mr Ian Prince joined RICS on 1 January 2000. He is the managing director and sole principal of Principles Surveyors Limited ("the Firm"), which at the material time was registered with RICS.

### **REG0000046466 - concerns raised by Jamie Hyde-Wyatt**

28. Ms Hyde-Wyatt needed a surveyor to assess her leaking roof. She comments in her statement at paragraph 6:

*"I did an internet search of surveyors and came across the Firm's internet profile. I chose the Firm because they were both located in my area and importantly were registered with RICS"*

29. On 30 June 2021 she paid the Firm £749. Mr Prince inspected the property on 9 July 2021. However, no report followed. Ms Hyde-Wyatt chased the Firm on multiple occasions between 6 August and 7 September 2021. Her communications were either ignored or she

was provided with excuses. On 7 September she requested a copy of the Firm's complaints handling policy. On 10 September she wrote a formal complaint letter. The policy required this to be actioned within seven days but she received no such reply. On 25 September she indicated she wanted a response or she would refer the matter to the Firm's Alternative Dispute Resolution ('ADR') provider - The Centre for Effective Dispute Resolution ('CEDR'). Having heard nothing, she submitted a complaint on 11 October 2021.

30. Mr Prince emailed Ms Hyde-Wyatt on 1 November 2021. He apologised and set out his reasons for delay at some length. He commented that the delay was caused by RICS' server going down and staff suffering ill health. He added:

*'I... can assure you that as a result, I have taken on a new accountant, a consultant business adviser and other staff along with currently trying to recruit a reserve surveyor to step in when illness or other matters intervene... I have no dispute with you. I only want to produce you your report. Now I am back at work [REDACTED], [REDACTED], we can produce this report for you, which I would like to do to show good faith and that the trials and tribulations that have set us back, are far from how we are when things are normal. If I cannot do so within the next ten days, then I will gladly refund your fee.'*

31. By 14 November Mr Prince had still not produced the report. Ms Hyde-Wyatt requested a refund and this was paid into her account on 17 November. As a result, she withdrew her complaint with CEDR.
32. Ms Hyde-Wyatt's statement was read into the transcript of proceedings. RICS chose not to call her to give live evidence as there were no questions for her, beyond what was already in her statement and exhibits.

#### **REG0000046467 - concerns raised by Julie Gray**

33. On 30 March 2021 Mrs Gray and her husband paid the Firm £895 for a survey report relating to a property they were interested in. Mrs Gray said she chose the Firm because *'the Firm seemed reliable and as they were regulated by RICS.'*
34. Mr Prince inspected the property on 9 April 2021. Following this he said it may take him a couple of weeks to produce the report. Mrs Gray emailed the Firm for updates on several

occasions between 9 April and 20 August 2021. No report was forthcoming. They withdrew from the purchase in late April 2021, as they had not received the report.

35. Mr Prince finally replied on 24 August 2021, saying he was in a meeting and would provide a full response the next day. He did not do so. Between 31 August 2021 and 6 September 2021 Mrs Gray requested and pressed for a copy of the Firm's complaints handling policy. She received no reply. The Firm never refunded the fee she paid or produced the report. Mrs Gray commented:

*'Due to the Firm not producing the Survey, we were not able to make an informed decision regarding the purchase of the Property. Ultimately, we had to pull out from purchasing the Property, given the lack of information. The conduct of the Firm left us very stressed about whether to purchase the Property. We fell in love with that property and really fought to be the best bid out of approximately 20 interested parties. Then by not receiving the written survey we were left to just try to make the best decision we could without the professional information that we had paid for.'*

36. Mrs Gray attended the hearing and gave oral evidence to the Panel. She confirmed the content of her statement as being a true and accurate account of what happened. She confirmed, as per the attendance note adduced in evidence, that she had not received any refund from Mr Prince or had any further communication from him. In answer to Panel questions, she said that Mr Prince spoke to her on the phone the day after the inspection, but that it was just a conversation about what was expected from the overall survey and report. She said they were waiting for his written report before making any decisions.

37. Mrs Gray was asked about the complaints handling process and she said that she never received a copy of the complaints procedure. She added that the complaints process was not made clear to them at the time of engaging Mr Prince and that thereafter she did request a copy of the complaints policy, but never received one.

38. Mr Geering then took Mrs Gray to the Terms of Engagement she had been provided with by Mr Prince and in particular paragraph 5.5, which stated, *'Any verbal comments given to the client before the written report has been received and read are given in good faith. But to prevent a wrong interpretation or a misunderstanding, the client should not go ahead until the full report has been received, read and fully understood.'* Mrs Gray told the Panel that they

had proceeded on the basis of paragraph 5.5.

**REG0000046470 - concerns raised by Kate Armstrong (formerly Thornalley)**

39. In June 2021, Ms Armstrong's property suffered significant damp problems. As a result the insurance company refused to pay for remediation work until an independent survey was undertaken. In choosing the Firm to undertake this role she said in her statement:

*'It was important for me and my family to appoint a professionally accredited surveyor. Not knowing much about the surveyor's profession, I sought out a regulated surveyor on the RICS's website, as I believed such a person would be a reliable professional. The Firm was listed as a regulated firm on the RICS website, and as it operated in the vicinity of the Property, I decided to contact them.'*

40. Prior to contracting with the Firm, Ms Armstrong explained that the need for the report was time-sensitive. She said, that Mr Prince *'informed me that he understood this and that he would be able to help me in an expeditious manner.'* Payment of £625 was made on 21 June 2021. The inspection took place on 29 June 2021. At this stage Mr Prince said the report would be ready within 30 days.

41. On 2 July 2021, Mr Prince said he wanted to refer the matter to a panel to ensure the findings were correct, and that might cause a further delay of 2 weeks. Ms Armstrong sent emails asking for an update on 27 July 2021 and again on 3 August 2021. Having had no reply, she sent a text message to Mr Prince on 4 August 2021. Mr Prince replied saying she would get the report by Monday 9 August 2021. However, no report arrived. After more chasing on 12 August 2021, Mr Prince assured Ms Armstrong that the report would be ready by 16 August 2021. Again, this deadline was not honoured.

42. Further attempts at chasing the Firm between 20 August 2021 and 27 August 2021 went unanswered until 1 September 2021, when Ms Armstrong received a text to say Mr Prince was ill and the report would be with her by 6 September 2021. Again, this deadline was not honoured. Ms Armstrong asked her mother to ring on her behalf, as she feared he was avoiding taking her calls, and her mother managed to speak to Mr Prince. He said the report would be ready by 13 September 2021, but it was not.

43. On 10 December 2021, Ms Armstrong asked for a refund and a copy of the Firm's complaints

handling policy. She received no response. As a result, she referred the matter to CEDR in April 2022.

44. Following CEDR's involvement, Mr Prince got in contact with Ms Armstrong on 24 May 2022. He observed, *"Mrs Jones-Phillips who remotely handles all of our complaints procedure advises that she has not received any written complaint which is the process that has to be followed."* Ms Armstrong responded to say she had not followed the procedure because she had never been sent a copy of it, despite her request.

45. On 25 May 2021, Mr Prince sent a further email setting out the reasons for his failure. He offered a refund and asked Ms Armstrong to tell CEDR the matter had been resolved. She declined and stated:

*'Unfortunately as we have only been offered this refund after starting the complaints procedure with CEDR, despite previously requesting a refund, I will not be accepting this refund amicably outside of CEDR as I don't believe we will receive the refund. Therefore I will not withdraw my complaint, I would also like to see some compensation for the cost of our rent due to the delay caused by you and your company. Therefore please respond back to CEDR.'*

46. On 4 August 2021, CEDR ruled in her favour and said:

*'It is clear that the customer has requested the complaints procedure. It took the company five months to reply to this request and still did not provide the details. Due to the general poor communication, I have determined that I have jurisdiction to decide on this dispute. Regarding the complaint, the fact that the report wasn't issued has not been disputed by the company or denied. Therefore, I find that the company failed to meet the required standard. Regarding compensation, the customer should be refunded the cost of the report that was paid for and not delivered (£625.00). A further contribution of £625.00 should be paid to the customer for another survey. However, I find that the cost of rent for four months, whilst not substantiated, is too remote to award in this case.'*

47. The Firm did not pay this award.

48. In describing the impact on her, Ms Armstrong commented:

*'Throughout the above period, the water ingress stayed an ongoing issue, which had the potential of causing severe damage to the House. As such, I could not afford to wait for my dispute with the Firm to be resolved and we therefore contracted another surveyor to draft the Report.*

*In or around November 2021 we appointed PCC Consultants to complete the Report, which services cost us £1,260...*

*Furthermore, because of the Firm's failure to produce the Report to me, my Husband and I had to pay for rental accommodation, which expense I believe the Firm should be partially responsible for.*

*The Firm's conduct has been incredibly disappointing and frustrating to us as we specifically appointed the Firm to resolve a very pressing and stress inducing issue. Instead, the Firm and in particular Mr Prince made an already tough situation a nightmare to deal with.'*

49. Ms Armstrong attended the hearing and gave oral evidence to the Panel. She confirmed the content of her statement as being a true and accurate account of what happened. She confirmed, as per the attendance note adduced in evidence, that she had not received any refund from Mr Prince. She said that after her CEDR award was not honoured by the Firm, she pursued her claim with RICS Client Money Protection Scheme and was successful. She added that when Mr Prince contacted her in respect of the CEDR claim saying he would refund her if she dropped the claim she decided not to, because she did not believe he would pay. She confirmed that the Protections Scheme paid her compensation equal to the amount that she had been awarded by CEDR (that was not honoured by Mr Prince or the Firm).
50. In answer to Panel questions, she said she had not received a refund or apology from Mr Prince, as directed by CEDR. Ms Armstrong candidly admitted that she had not read the document she had signed in detail at the time and it was only when no report was forthcoming that she went back to look at how to raise a complaint and saw that a copy of the complaints process was available on request. She then requested it, but never received anything in response. She said that was when she went back to RICS, who were able to discover the Firm's ADR provider was CEDR, and she then approached them.



**REG0000046472 - concerns raised by Helen Maguire**

51. In December 2020, Mrs Maguire required a survey for remedial works to her property. She said in her statement, *"I searched the RICS website because I wanted a reputable surveyor and specifically looked for someone with experience in old buildings that had lime render and plaster."* She identified the Firm and on 2 December 2020 she paid the Firm £995. On 17 December Mr Prince inspected the property - although initially Mr Prince had forgotten about this appointment. Mrs Maguire understood she would get the report in the first few weeks of January 2021.

52. Mrs Maguire chased the report on 2 February 2021. Mr Prince indicated he would try to finish it that week. Nothing arrived. Mrs Maguire chased again on 14 April 2021. Mr Prince replied on 29 April 2021 stating that the Firm's main typist was in hospital, but he would try to get it done in the next week. Throughout May no report was forthcoming.

53. Mrs Maguire chased again on 15 June 2021. Mr Prince responded and set out further difficulties he faced. He ended saying that he would *'be getting your report over to you very soon.'* When nothing arrived, Mrs Maguire chased again on 1 July 2021. Mr Prince responded on 12 July 2021 and stated the report would be sent as soon as he could.

54. On 24 September 2021, Mrs Maguire sought a refund. Mr Prince eventually responded on 18 November 2021 and promised a refund. After further chasing - and the intimation of potential legal proceedings - this refund was eventually received on 17 February 2022. In respect of the inconvenience caused, Mrs Maguire commented:

*'It was a very stressful situation for me and delayed me in starting the remedial work on the property whilst I awaited the results of the survey. In the end I decided to proceed with maintenance work without the survey since that was never produced.'*

55. Mrs Maguire attended the hearing and gave oral evidence to the Panel. She confirmed the content of her statement as being a true and accurate account of what happened.

56. She was asked by the Panel to comment on Mr Prince's assertion that her complaint had been resolved amicably. Mrs Maguire said that whilst it was resolved and there were no hard feelings, it did take a long time to resolve. She said she did get her money back but did not get her report. She said the whole thing seemed very unprofessional and she was concerned



about how long it had taken to get her money back, so she would not really describe it as amicable, but it was not hostile. Mrs Maguire said that Mr Prince did apologise, but that he kept apologising for the delays and she did not think he was very sincere, but rather was just *'fobbing her off'* by coming up with excuses. She said that she believed she was procuring the services provided by a RICS surveyor. She said it was a buildings survey, she looked on the RICS website to get a name and used Mr Prince as he was supposedly an expert in assessing the work to be done on an old house in order to make it fit to live in.

57. When asked about whether she was aware of the Firm's complaints handling procedure Ms Maguire said she was not and nothing was made available to her.

### **REG000046517 - concerns raised by Amisha Khaira**

58. In August 2021, Mrs Khaira made an offer on a 17<sup>th</sup> century cottage at auction. As a result she needed a survey as soon as possible. She searched the RICS website and identified Mr Prince. Mr Prince reassured her that the survey would be completed in a timely manner. On 2 September 2021, Mrs Khaira paid £1,495 and the inspection took place on 7 September 2021.

59. Between 8 September and 23 September 2021, Mrs Khaira tried to contact the Firm on several occasions but without success. She emailed again on 20 October 2021. She made clear she was considering bringing a complaint. She was told *"your report will be with you before the end of the week and is currently on our priority list to complete."*

60. Mrs Khaira did not receive the report when indicated and she raised a concern with RICS on 10 November 2021. She forwarded RICS' response to the Firm on 16 November 2021. On 22 November 2021 Mr Prince replied saying:

[REDACTED]

*As you know we supplied you with our terms at the outset and we have a complaints procedure which has **not** been followed.*

*Equally the RICS who themselves have caused all uk surveyors problems and business disruption in the past few months due to their incompetent IT system*

*upgrade, for which I and most other uk surveyors hold them fully responsible and liable plus they should be aware of the dispute resolution process we have registered with them which is **not** the property ombudsman... (I)f the complaints procedure had been followed this would have been apparent. Our lawyers will equally back this and challenge all incorrect procedures and actions.'*

61. Mr Prince promised the report 'by tomorrow' and ultimately it was received on 24 November 2021.

62. Ms Khaira's statement was read into the transcript of proceedings. RICS chose not to call her to give live evidence as there were no questions for her, beyond what was already in her statement and exhibits.

**REG0000046639 - concerns raised by Shelley Robinson**

63. In July 2021, Ms Shelley Robinson was intending to purchase a property with her brother (Glynn Robinson) and sister in law (Jane Robinson). In her statement she said:

*'As this was obviously a significant financial investment for us, we wanted a survey to be conducted on the Property, to ensure that the home located on the Property was in a good condition.*

*I came across Mr Prince's firm after a search of the internet, specifically looking for a surveyor who is a member of the RICS.'*

64. Ms Robinson instructed the Firm and paid £2,200 on 13 August 2021. Mr Prince inspected the property on 19 August 2021. On 30 September 2021, Ms Jane Robinson sent an email to the Firm and explained that the report was needed that evening as exchange of contracts was due the next day. Mr Cunliffe, Mr Prince's assistant, replied saying that he had told Mr Prince of the urgency.

65. On 7 October 2021, Mr Robinson spoke with Mr Prince who promised the report by the following day. The report was not sent.

66. On 9 October 2021, Mr Robinson sent a text message to Mr Prince requesting the report that day or early the following day. Mr Prince responded saying that 'a problem with servers at

*their office late yesterday morning*' (8 October 2021) had meant they had lost access to all their reports and internet access - *'however as soon as the IT issues which are outside of our control our restored, we will send yours and other reports out.'*

67. On Thursday 14 October 2021, Mr Prince said that issues with the servers had continued intermittently the previous week [REDACTED] but the report would be with them on 20 October 2021. Again, this promise was not honoured.

68. On 21 October 2021, Mr Prince said the business centre was closed due to Covid and he would try to retrieve the file the next day. The Robinsons chased repeatedly between 28 October 2021 and 10 December 2021. Mr Prince replied on 11 December 2021 referring to [REDACTED] [REDACTED] [REDACTED] It ended, *'I am not quite ready to send today and I am not in the office until Monday, but nothing will deter me getting this out.'* The report was chased again on 7 and 26 January 2022 and 10 February 2022 and 25 April 2022. The Robinsons received no responses and ultimately proceeded with the purchase without the report. As of 7 March 2023, they had received no report or refund.

69. Ms Shelley Robinson commented in her statement:

*'As a family, making a purchase of a property at nearly half a million pounds, we feel extremely let down not to mention out of pocket to the sum of £2200.*

*We believe we showed due diligence by ensuring we ensured the services of a member of the RICS and never thought for one moment that we would not only receive the Report, which we had paid for in advance of the inspection, but all our queries were met with constant excuses and we have still not been provided with this Report.'*

70. Ms Robinson's statement was read into the transcript of proceedings. RICS chose not to call her to give live evidence as there were no questions for her, beyond what was already in her statement and exhibits. In an email dated 15 April 2024, Ms Robinson confirmed that she had still not received any refund.

**REG0000046787 - concerns raised by Josephine Estaphanos**

71. Ms Estaphanos wanted to obtain a report to look into an issue with damp. She said:

*'As I wanted a regulated surveyor to conduct the Report, I contacted RICS... and I was advised that I should look for surveyors under the damp section of the RICS website.'*

72. She found the Firm and, in response to her enquiries about the timeframe for a report, she was told:

*'The office admin hours differ from the surveyors hours and for your information to cover for IT and other disruption outside of our control we allow a 30 working day turn around but usually try to return conclusions within a week.'*

73. On 12 January 2022, she paid the Firm £695 for a survey. On 25 January 2022, Mr Prince inspected the property and indicated he thought he would return the report in a week. The following day he gave some general feedback.

74. Ms Estaphanos heard nothing within the next nearly four weeks. She sent the Firm an email on 22 February 2022 enquiring as to the report. Mr Prince replied saying that it was '*manic*', he said the power had been down at their business centre for a couple of days the previous week but he had pencilled in to complete her report the following day.

75. Nothing was forthcoming the following day, or for over three more weeks, so she emailed again on 18 March 2022. Mr Prince replied on 23 March 2022, saying that he had not forgotten but he had been understaffed and very busy due to illness at the office. He said he would send the report by Monday '*even if I have to work over the weekend.*' He failed to send the report as promised.

76. Ms Estaphanos chased for the report again on 7 April 2022. She also asked for a refund so that she could get another surveyor. The Firm did not send any response.

77. On 22 April 2022, Ms Estaphanos raised a complaint with RICS. On 16 June 2022, she informed Mr Prince of the complaint and also requested a copy of the Firm's Complaints Handling Policy. Mr Prince replied sending the policy. He attributed the delay to medical issues. He added:

*'I will ensure that the full written report is with you by next Thursday, as I am still*

*not back in the office yet. Incidentally this is not an RICS report, so am disappointed you have involved them.'*

78. Again, the report was not provided. Ms Estaphanos sent an email on 28 June 2022, asking that her money be refunded or legal action would follow. Mr Prince replied:

*'I have apologised and since you gained much information and a summary report after the lengthy inspection, plus as stated on all emails, our timescales are unfortunately extended.*

***We will strongly defend any threats - for which an additional fee is charged (again covered in our terms you agreed to).'***

79. Mr Prince's email continued with a further promise that the report would be with Ms Estaphanos by Monday (30 June 2022). It was in fact delivered on 4 July 2022.

80. Ms Estaphanos' statement was read into the transcript of proceedings. RICS chose not to call her to give live evidence as there were no questions for her, beyond what was already in her statement and exhibits.

#### **REG0000047157 - concerns raised by Suzanne Armitage**

81. Mr and Mrs Armitage needed a survey to investigate a damp issue and decided to use the Firm. On 12 December 2022 they paid £625. The inspection took place on 13 December 2022 and Mr Prince promised a report would follow within 30 days. No report was ever provided.

82. On 2 February and 6 February 2023 they called the Firm but received no reply.

83. On 7 February 2023, they emailed and Mr Prince replied blaming the delay on issues with BT exchange but promised the report would be ready the following day.

84. No report was provided. They called again on 9 February 2023, but received no reply.

85. On 15 February 2023, Mr Prince sent text messages referring to his ill health and promising the report the following day. Again, it did not arrive.

86. On 28 February 2023, Mr and Mrs Armitage asked for the report or a refund by 7 March 2023.

No report or refund was received. They complained to RICS on 7 March 2023 and on the same day received an email from Mr Prince, saying:

*'Firstly, sincere apologies for the delay which is down to issues unfortunately well beyond our control. These have been ongoing and are still unresolved but BT and others are dreadfully slow at resolving thing and it is sadly affecting all our communications including our emails...*

*So without going into further detail, I am dissappointed that our formal complaints procedure has not been followed and that certain elements of the terms of engagement have equally not been adhered to; ie we have never utilised text messages or social media as the large volume of emails clearly states that we will endeavour to respond to these within ten working days. So rather than going through detail, I would like to offer you the completed report by tomorrow and will include a copy of our complaints procedure with that.'* (sic)

87. Notwithstanding this assurance, no report or refund was provided. Mrs Armitage subsequently issued a claim in the Small Claims Court. Mr Prince responded and stated "*I admit all of the claim*". He undertook to refund their money with interest by 14 May 2023. Ms Armitage emailed on 28 June 2023 to confirm he had finally paid the sum owing.
88. Mrs Armitage attended the hearing and gave oral evidence to the Panel. She confirmed the content of her statement as being a true and accurate account of what happened. She also confirmed, as per the attendance note adduced in evidence, that she had eventually received a refund from Mr Prince, but only after she took him to the Small Claims Court.
89. In answer to Panel questions, Mrs Armitage said that the verbal report she received from Mr Prince was not detailed but rather just general matters. She said it was nothing like a detailed report of what they should do, but they thought that was fine as he was going to be providing a full written report, which is what they needed.
90. With reference to the complaints process, Mrs Armitage said she thought there was a note on the contract to say they have a complaints process in place if needed. However, there was nothing on the website, although they did fill in an online form. She said it was not until Mr Prince brought it up to say they had not followed it that she wondered whether maybe they were at fault, or '*was this just another reason to prolong matters.*' Mrs Armitage said that with

nothing on the website the only way to get hold of the complaints procedure was to ask for it, which they did, but it was never provided.

91. Mrs Armitage said that after their initial contact with Mr Prince his invoice was sent really quickly and the survey was done within the week, which they thought was brilliant. It was only once the survey had been done that *'everything died off.'*

#### **REG0000047247 - concerns raised by Axe Block Management**

92. A statement was obtained from Garry Wells of Axe Block Management, who instructed the Firm to investigate damp in three of their flats. They paid £750 on 19 January 2023. The inspections took place on 6 February 2023 and they were told the report would be provided by the week commencing 20 February 2023.

93. No report was forthcoming. Axe Block Management sent chaser emails on 28 February 2023 and 7 March 2023. Mr Prince did not reply until 13 March 2023, when he put the delay down to *'major issues with BT Broadband.'* He promised the report as soon as he could. When it had not arrived by 29 March 2023, the company sent a further email asking for the report or, if it could not be provided, a refund. They received no response. Axe Block Management managed to speak to Mr Prince on 5 April 2023 and he promised the report by 10 April 2023. No report was provided.

94. On 13 April 2023, the company requested a refund by the end of the day. No report or refund was received as of 24 October 2023 when the witness statement on behalf of the company was signed. On 21 April 2023 Mr Wells raised a concern with RICS.

95. Mr Wells' statement was read into the transcript of proceedings. RICS chose not to call him to give live evidence as there were no questions for him, beyond what was already in his statement and exhibits. In a telephone call on 15 April 2024, Mr Wells confirmed that the company had still not received any refund.

#### **REG0000047446 - concerns raised by Mr Phillip Dean**

96. Mr Dean commissioned a survey on 25 September 2022 and paid a fee of £625 in advance.

97. The inspection took place 4 October 2022. Mr Dean sent an email on 3 November 2022 asking



if Mr Prince had had a chance to write the report yet. He received no reply. He chased the Firm on 30 November 2022. It responded mentioning it was having provider trouble and indicating *'we should have your reported sorted in the next few days.'* No report was forthcoming.

98. Mr Dean chased again on 7 January 2023 and 17 January 2023. Mr Prince then promised to produce the report by Monday (23 January 2023) *'at the latest.'* No report arrived. This pattern continued. Another effort at chasing Mr Prince produced another false promise that the report would be produced soon. On 11 June 2023, Mr Dean asked for the report by 30 June 2023 or a refund. Mr Prince replied, [REDACTED] for the delay. No report or refund was forthcoming. On 6 July 2023 Mr Dean raised a complaint with RICS. Mr Dean noted in his statement:

*'I specifically used the RICS site to try and assure myself of good service when approaching Mr Prince. My trust is broken with this now, and I am hesitant to go forward with another surveyor just to get left out of pocket with no solution in a similar fashion.'*

99. Mr Dean's statement was read into the transcript of proceedings. RICS chose not to call him to give live evidence as there were no questions for him, beyond what was already in his statement and exhibits. In an email dated 15 April 2024, Mr Dean confirmed that he had still not received any refund.

### **Mr Prince's position**

100. Mr Prince's engagement during these investigations had been limited. He has not provided responses to particular questions raised by the investigator or any substantive response to the particular circumstances of each case. He has, however, outlined his position in broad terms.

101. In an email 21 January 2022 Mr Prince commented:

*'Clients are always fundamentally top of my priorities, but 2021 was one of the worst and clients who don't follow our written terms or complaints procedures make things much much worse.'*



*They fail to read the legal terms they are agreeing to, plus do not bother reading updates we have posted for email replies.*

*Indeed our legal advisers have now advised us to state that clients who fall into this category be handed to them to take legal action against them, as the RICS do not support their own members properly.*

[REDACTED]

*(Please see attachment below).*

*I have received no help from the RICS who have added to the traumas by upgrading their servers restricting our access to reports and software plus new surveyor assessments (I have been trying to guide a new surveyor properly through the process but the RICS delayed his confirmation of qualification by six months. This compounded issues further. I now have no trust or faith in the RICS.'*

102. In February 2022 Mr Prince wrote to RICS, saying:

*'I must stress that I attempt to fulfill every client's requests as far as is ethical and possible, and do wish they would follow the terms of engagement which are for both our benefits. As I may have mentioned, some people think they can short cut that process which is there for their benefit and is utterly wrong and creates anxiety that has the opposite effect of speeding things up as* [REDACTED]

*The lack of acceptance of responsibility and liability last year by the RICS for their failures in both IT server upgrades and the qualification process for new surveyors created so much business disruption that impacted negatively on everything we attempted to do'*

Mr Prince placed significant stress on RICS' Proforms server going down on occasion. Ms Blue - RICS' Product Manager for Practitioner Products - confirmed that *'The site was actually down from the evening of 18th Aug to the morning of 24th Aug. We also did encounter slowness issues*

*with the site for a couple of months after the downtime so although people could complete reports after the downtime, the system was slow and this did also impact on the time that it would have taken for a surveyor to complete their records.'*

103. In addition to this, however, RICS accepted there is evidence Mr Prince had other difficulties with Proforms. He contacted RICS to complain on 9 June 2021, 22 July 2021 and 24 August 2021. The first two complaints - and potentially the third also - were about the Proforms system. He complained about the BCIS system in March 2022. He raised a concern again about Proforms on 19 May 2022. RICS replied and noted the disruption had only lasted 24 hours. On 8 June 2022 Mr Prince reported issues with the Home Survey Licence page.

104. [REDACTED]

105. In the context of an interim measures decision, on 24 August 2023, Mr Prince provided an Excel Spreadsheet containing his comments regarding each concern, as follows:

Re: Jamie Hyde-Wyatt: he commented this was not an RICS Report but rather a defect report. The issue resolved amicably with client.

Re: Julie Gray: he gave a verbal report, as well as advice. Given the cost of reroofing, the firm were advised the clients probably would not proceed with this.

Re: Kate Thornalley: a refund was offered but client refused as she wanted to complain via RICS "to damage me".

Re: Helen Maguire: he commented this was not an RICS Report but a defect report. The issue was resolved amicably with client.

Re: Amisha Khaira: this was not an RICS report. This was a specialist defect report on an alleged 17th century cottage, which it was not. The client was advised of reason for delay. The report was sent and she was grateful.

Re: Shelley and Jane Robinson: No comments.

Re: Josephine Estaphanos: he commented this was not an RICS report but a defect report. The report was delivered despite being late. The client was very happy with both the inspection & explanations given on site.

Re: Suzanne Armitage: he commented this was also not an RICS report but a defect report. A verbal report was given to the client. The client was not happy with the length of time taken to produce the report and brought a court claim. A refund of £706.37 (inc fees) was provided.

Re: Axe Block Management: he commented this was also not an RICS report. The report is a work in progress. He accepted the client has chased the report.

Re: Phil Dean: *nothing notified on our complaints procedure.*

106. He also said the following:

- *'Clients have and continue to always be my number one priority.*
- *I have been providing services since 1997 with a solid record of customer satisfaction,*  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- *Over the period covered by the complaints I undertook 100 surveys and valuations and whilst unhappy that any complaints have been made, during what was a difficult period, my overall customer satisfactions rates are quite high. A high degree of my work comes from recommendation and satisfied repeat clients.*
- *External factors over which I have no control including the complete failure of BT broadband for a number of months has undoubtedly contributed to the issues and is regrettable but unavoidable by me as an individual.*
- [REDACTED]  
[REDACTED]

- *Sadly, one of the named complainants refused a full refund offered and so sought to make a vexatious complaint.*

## **Legal Advice**

107. The Panel received and accepted the advice of the Legal Adviser.

108. The Panel was reminded that the burden of proof is upon RICS throughout. The standard of proof to be applied in relation to the facts is the civil standard, namely the balance of probabilities. This means that before finding a fact proved the Panel must be satisfied that it is more likely than not that it occurred.

109. The Panel should consider and make findings only on the charges brought by RICS and consider each of the particulars of the charge separately.

110. In respect of the allegation of a lack of integrity, the Panel was referred to the guidance set out in the case of Wingate and Others v SRA [2018] EWCA Civ 366. In that case, the Court of Appeal said that integrity connotes adherence to the ethical standards of one's own profession and that professional integrity is linked to the manner in which that particular profession professes to serve the public. The Court explained that the concept of integrity is *'a useful shorthand to express the higher standards which society expects from professional persons.'*

111. In relation to liability to disciplinary action, the question of whether or not any facts found proved give rise to liability is a matter for the Panel's own judgement.

## **Findings of fact**

### **Submissions by RICS Presenting Officer**

112. Mr Geering submitted as follows:

*'The evidence suggests Mr Prince has repeatedly taken on work and then failed to deliver. This pattern of behaviour now stretches across multiple separate*

*complaints. This has had significant consequences on customers. It has left complainants often without a report at all, and without a refund. In addition, a CEDR award has not been paid. In more than one case potential sales of property have fallen through as a result of the delay.*

*This failure to refund advance fees breaches the requirement to act with integrity. Solicitors Regulation Authority v Wingate and another: Malins v Solicitors Regulation Authority [2018] EWCA Civ 366 the court provided the following guidance regarding the concept of integrity.*

*"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... Integrity connotes adherence to the ethical standards of one's own profession."*

*Each payment constituted client money provided for a service which was not completed. It behoves any professional in such circumstances to return this money to the client. This is fundamental to the ethical obligations of a surveyor.*

*Moreover, the CEDR scheme cannot operate if firms ignore their obligations and do not honour a ruling. Such actions compel the customer to either accept the loss or resort to litigation. This is the very step the ADR requirement is there to avoid. It again amounts to a lack of integrity if the controlling hand in a firm permits such a breach of a firm's professional obligations.*

*In addition to undertaking reports and not completing reports, Mr Prince chose to ignore emails and calls from his customers. He failed to provide or abide by his complaints policy. Each complainant struggled to speak to Mr Prince. When they managed to do so, invariably they were given false reassurances and the promise that the report would be ready soon. These deadlines were breached time and again.*

*These concerns span a broad time frame - March 2021 to March 2023. Mr Prince has advanced a number of reasons for these failures. These do not adequately*

*explain away his conduct or provide any form of defence.*

*He has suggested certain reports were not RICS reports but reports to look into defects in the property. This is incorrect. RICS is not only concerned with valuations. Any report into the state or condition of a property clearly forms part of the profession of surveying. The Charter, after all, comments:*

*"3. The objects of the Institution shall be to secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a surveyor, namely, the arts, sciences and practice of:*

*(d) surveying the fabric of buildings and their services and advising on their condition, maintenance, alteration, improvement and design;"*

*Looking at the extent of the delay, there was an issue with RICS' Proforms website. RICS accept this service did have problems. However, these plainly cannot explain away the extent of the delays we see in this case. If the delay in producing a report was a question of days or even weeks, perhaps this would provide an excuse. However, that is very far from being the position here. The delays extended over months. Indeed, some clients still have not received either a report or a refund.*

*[REDACTED]*  
*[REDACTED] Yet, as early as November 2021 the Firm indicated that it was putting in place appropriate measures to guard against any recurrence of these kind of issues. It said, "I... can assure you that as a result, I have taken on a new accountant, a consultant business adviser and other staff along with currently trying to recruit a reserve surveyor to step in when illness or other matters intervene". Yet, the same failure to produce a report in a timely manner continued to arise. By way of example, Ms Estaphanos report was delayed in February 2022 due to illness. Mr and Mrs Armitage's report in January 2023 was again delayed for the same reason.*

*Mr Prince continued to take on work when the Firm must have known it was struggling to deal with business in an appropriate manner. By the time Mr Prince took on Ms Hyde-Wyatt's case in June 2021, he already had failed to deliver on Ms Gray's report. Rather than declining the instructions, or putting in place appropriate*

*business strategies, it appears Mr Prince simply pressed on accepting work blindly.*

*Again, without wishing to minimise the difficulties he may have faced [REDACTED] or IT, it is difficult to see how these can account for repeated false promises. For example, when finally responding to her chasing, Mr Prince promised Ms Thornalley her report would be ready by Monday 9 August 2021. It was not. He then said it would be ready by 16 August 2021. It was not. Then he was told the report would be with her by 6 September. It was not. Mrs Thornalley's mother was told it would be ready by 13 September. Again - it was not. This pattern has been repeated over the span of several years now.'*

113. In relation to being liable to disciplinary action, Mr Geering submitted that:

*'There is a strong public interest in upholding RICS' reputation. It is clear that clients have repeatedly trusted the RICS brand when they chose to work with the Firm. Indeed, this membership was key to them choosing the Firm. This trust would be undermined if RICS did not take action now - following ten complaints of a similar nature, with concerns over the absence of client money, and with a CEDR award flouted. [REDACTED]*

### **Submissions on behalf of Mr Prince/ the Firm**

114. Mr Prince did not attend and accordingly there were no submissions made orally, nor had he provided any written submissions beyond those referred to above.

### **Discussion and conclusion**

115. The Panel considered with care all the evidence presented and the submissions made by Mr Geering. Although Mr Prince was not present, the Panel took into account the various written responses he had sent to RICS during the investigation. The Panel accepted the advice of the Legal Adviser and bore in mind that it was for RICS to prove its case and to do so on the balance of probabilities.

116. The Panel heard live evidence from Mrs Gray, Ms Armstrong (formerly Thornalley), Mrs



Maguire and Mrs Armitage. The other witnesses did not attend because there were no questions to be put to them (other than those referred to in the attendance note admitted into evidence) and Mr Prince was not present to cross-examine them. Although this meant their evidence was hearsay, the Panel nonetheless gave significant weight to the contents of their statements because there was no real challenge to their evidence, the statements each contained a declaration of truth and all were signed.

117. Although he had not attended, Mr Prince had provided a number of written responses, as detailed above. The Panel noted that he did not appear to challenge the underlying facts relating to any of the complainants' evidence, namely that he was instructed to produce a survey/report, he accepted payment in advance and he either failed to produce the survey/report within an adequate time period or at all and failed to refund the advance payment within an adequate time period or at all. He did, however, raise a number of issues that the Panel felt needed to be considered, some of which were more matters of potential mitigation than any kind of defence.

118. The Panel noted that with respect to the reports he was instructed to produce for Ms Hyde-Wyatt, Mrs Maguire, Mrs Khaira, Mrs Estaphanos, Mrs Armitage and Axe Block Management, Mr Prince claimed that none of these were 'RICS' reports but were 'defect' reports. However, it was not clear to the Panel why this might somehow take them outside of the scope of his professional work as a chartered surveyor, registered with RICS. From the evidence it was apparent that all the complainants in this case specifically sought out a surveyor registered with RICS.

- Ms Hyde-Wyatt - *'I chose the Firm because they were both located in my area and importantly were registered with RICS.'*
- Mrs Gray - *'I searched online for a surveyor in my area and came across the Firm's internet profile. The Firm seemed reliable and as they were regulated by RICS, I was willing to contact them and see if they could do a survey on the Property.'*
- Ms Thornalley/Armstrong - *'I sought out a regulated surveyor on the RICS' website, as I believed such a person would be a reliable professional.'*



- Mrs Maguire - *'I searched the RICS' website because I wanted a reputable surveyor and specifically looked for someone with experience in old buildings that had lime render and plaster. The Firm and Ian Prince were one of the few companies in the local area that fit this remit.'*
- Mrs Khaira - *'I was advised that I needed a "specialist" surveyor to conduct the survey. I searched online for a regulated surveyor and came across the RICS website. The Firm was listed on the RICS website and as they operated in my area, I decided to contact them.'*
- Ms Robinson - *'I came across Mr Prince's firm after a search on the internet, specifically looking for a surveyor who is a member of the RICS.'*
- Ms Estaphanos - *'As I wanted a regulated surveyor to conduct the Report, I contacted RICS through the contact number listed on their website and I was advised that I should look for surveyors listed under the damp section of the RICS website. I did this and the Firm's contact details were listed in such a section.'*
- Mrs Armitage - *'We wanted to appoint a reputable surveyor to conduct the damp survey and hence searched for such an expert on the RICS website and came across the Firm's profile. We thought that as the Firm was listed on the RICS website that they would be reliable and have the expertise to make a proper assessment of the Property. It was because the Firm was regulated by RICS that we decided to contact them.'*
- Mr Wells of Axe Block Management - *'I searched for such an expert [to conduct a damp investigation] online and came across the Firm's website. On the website it stated that the Firm had expertise in conducting damp investigations and since they were regulated with RICS, I had confidence in their ability to do the work.'*
- Mr Dean - *'I started to do some research on professionals who could give me an opinion on how to diagnose the [damp] issue and came across the Firm's online profile through the RICS's website.'*

119. The Panel was referred by Mr Geering and the Legal Adviser to the RICS' Charter, which states:

*'The objects of the Institution shall be to secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a surveyor, namely, the arts, sciences and practice of surveying the fabric of buildings and their services and advising on their condition, maintenance, alteration, improvement and design;'*

120. The Panel was satisfied that all the surveys/reports sought by the complainants related to Mr Prince's professional behaviour as a chartered surveyor, registered with RICS and in connection with the *'practice of surveying the fabric of buildings and their services and advising on their condition, maintenance, alteration, improvement and design.'* Accordingly, any suggestion that Mr Prince and/or the Firm might not be liable because the reports were somehow not 'RICS' reports was rejected by the Panel.

121. Mr Prince also raised a number of external influences that, he asserted, impacted upon his ability to provide reports, for example issues with the RICS Proforms system, issues with his internet provider and [REDACTED] and the impact of COVID 19. The Panel considered all these matters might be relevant to mitigation at a later stage in the process, but that they did not provide any meaningful defence for a failure to produce reports within an adequate timeframe or at all, and certainly provided no defence for his failure to provide refunds.

122. In relation to Mrs Gray and Mrs Armitage, Mr Prince said that a verbal report was provided. Lest there be any suggestion that such a report in any way obviated the duty to provide a written report, the Panel looked at the terms of the signed Agreements between the parties and noted the following wording:

*(for Mrs Gray) '5.5 Any verbal comments given to the client before the written report has been received and read are given in good faith. But to prevent a wrong interpretation or a misunderstanding, the client should not go ahead until the full report has been received, read and fully understood.'*

*(for Mrs Armitage) '4.5 Any verbal comments given to the client before the written report has been received and read are given in good faith. But to prevent a wrong interpretation or understanding the client should not go ahead until the full report has been received and read.'*

123. It was thus clear from the wording of his own Terms of Engagement that the provision of any kind of 'verbal' report did not in any way justify the failure to subsequently provide a written report within an adequate time, or at all.

124. With reference to the Firm's complaints procedure not being properly followed, as asserted by Mr Prince in some cases, this is dealt with in Charge 5 below.

## **CHARGE 1**

Between 29 March 2021 and 30 September 2023, in respect of one or more of the individuals/ company listed in Schedule A, he:

- a. Accepted instructions to produce a survey / report,
- b. Accepted payment in advance,
- c. Having failed to produce the survey / report within an adequate time period or at all, he failed to refund the advance payment within an adequate time period or at all,
- d. His actions at (a)-(c) above were:
  - i. In breach of his professional obligations,
  - ii. Lacked integrity.

### **Contrary to Rule 3 of the Rules of Conduct for Members Version 7 and/or Rule 1 of the Rules of Conduct 2021**

125. The Panel considered each witness in turn, as detailed in Schedule A above.

## **Mrs Gray**

126. With regard to Mrs Gray, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a home survey on a property she wished to purchase. The evidence showed that payment of £895 was made on 30 March 2021 and the survey was carried out by Mr Prince on 9 April 2021.

127. The Firm's Terms of Engagement, as provided to Mrs Gray, at paragraph 5.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection,*

*enquiries and reasoned consideration of the findings. This can be, in some circumstances up to 28 days after inspection or on occasion, longer if further enquiries or information has to be researched or obtained from other sources.'*

128. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mrs Gray confirmed in her oral evidence that such was the case. This was despite extensive efforts by Mrs Gray to chase Mr Prince for the report.

129. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Mrs Gray with a refund. He therefore failed in that duty too, since no refund was provided at any time and Mrs Gray confirmed in her oral evidence that such was the case.

130. Mr Prince said he gave Mrs Gray a verbal report as well as advice. The Panel has already dealt with this above.

131. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

132. Rule 3 of the Rules of Conduct for Members Version 7 states, *'Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with their professional obligations.'*

133. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

134. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Mrs Gray.

135. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (*ibid*), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale

being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.

136. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Mrs Gray.

### **Ms Armstrong (formally Thornalley)**

137. With regard to Ms Armstrong, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a specific defect report for water ingress in a new build property. The evidence showed that payment of £625 was made on 21 June 2021 and the survey was carried out by Mr Prince on 29 June 2021. Mr Prince advised the Report could take up to 30 days to complete, as per their standard terms and conditions.

138. The Firm's Terms of Engagement, as provided to Ms Armstrong, at paragraph 4.5, state:  
*'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

139. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Ms Armstrong confirmed in her oral evidence that such was the case. This was despite extensive efforts by Ms Armstrong to chase Mr Prince for the report.

140. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Ms Armstrong with a refund. He therefore failed in that duty too, since no refund was provided at any time and Ms Armstrong confirmed in her oral evidence that such was the case.

141. Ms Armstrong pursued her claim via the Firm's ADR provider CEDR, who found in her favour. This is dealt with in more detail under Charge 2 below.

142. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution . For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

143. Rule 3 of the Rules of Conduct for Members Version 7 states, *'Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with their professional obligations.'*

144. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

145. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Ms Armstrong.

146. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (*ibid*), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.

147. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Ms Armstrong.

## **Ms Robinson**

148. With regard to Ms Robinson, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a survey on a property she and her relatives were interested in purchasing. The evidence showed that payment of £2,200 was made on 13 August 2021 and the survey was carried out by Mr Prince on 19 August 2021. Ms Robinson said the Conditions of Engagement that she signed indicated the proposed reporting date as *'usually within 30 days of inspection, although there may be exceptions (excluding weekend, bank and public holidays).'*

149. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Ms Robinson confirmed this in her statement dated 15 September 2023. This was despite extensive efforts by Ms Robinson to chase Mr Prince for the report.
150. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Ms Robinson with a refund. He therefore failed in that duty too, since no refund was provided at any time and Ms Robinson confirmed in her statement that such was the case.
151. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution . For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.
152. Rule 3 of the Rules of Conduct for Members Version 7 states, *'Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with their professional obligations.'*
153. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*
154. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Ms Robinson.
155. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (*ibid*), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.
156. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Ms Robinson.

## Mrs Armitage

157. With regard to Mrs Armitage, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a survey into damp problems they were having at their property. The evidence showed that payment of £625 was made on 12 December 2022 and the survey was carried out by Mr Prince the very next day. At the end of the inspection Mrs Armitage asked Mr Prince how long it would take for the report to be produced and Mr Prince *'promised that the full report would be with me within 30 days of the inspection.'*

158. The Firm's Terms of Engagement, as provided to Mrs Armitage, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

159. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mrs Armitage confirmed in her oral evidence that such was the case. This was despite extensive efforts by Mrs Armitage to chase Mr Prince for the report.

160. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Mrs Armitage with a refund within an adequate time period. He therefore failed in that duty too, since no refund was provided within an adequate time period. On 28 February 2023, having still not received any report, Mrs Armitage sent an email to Mr Prince expressing her disappointment with the Firm and giving them the option of either providing a full refund or the full report by 3 March 2023. Neither were forthcoming.

161. Mrs Armitage then pursued her refund through the Small Claims Court, asking for the £625 plus interest, amounting to £706.37. In his response to the claim, Mr Prince on behalf of the Firm said *'I admit all of the claim.'* He also indicated that the amount claimed would be paid no later than 14 May 2023. The Firm did eventually pay the amount claimed by the latter part of May 2023, more than five months after the original fee had been paid. The Panel was satisfied, on the balance of probabilities, that this did not constitute refunding the advance



within an adequate time period. Indeed, it was apparent that the only reason Mr Prince made the refund was because Mrs Armitage had been forced to take legal action against the Firm.

162. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct 2021. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

163. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Mrs Armitage within an adequate time period.

164. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (ibid), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund within an adequate time period, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.

165. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Mrs Armitage.

### **Axe Block Management**

166. With regard to Axe Block Management, Mr Wells, the Senior Property Manager, provided clear and unchallenged evidence that they instructed Mr Prince to carry out an investigation into damp problems they were experiencing in some of their flats. The evidence showed that payment of £750 was made on 20 January 2023 and the survey was carried out by Mr Prince on 6 February 2023.

167. The Firm's Terms of Engagement, as provided to Axe Block Management, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

168. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mr Wells confirmed this in his statement dated 24 October 2023. This was despite extensive efforts by Mr Wells to chase Mr Prince for the report.

169. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Axe Block Management with a refund. He therefore failed in that duty too, since no refund was provided at any time and Mr Wells confirmed in his statement that such was the case.

170. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct 2021. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

171. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Axe Block Management.

172. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (*ibid*), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.

173. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Axe Block Management

## **Mr Dean**

174. With regard to Mr Dean, he provided clear and unchallenged evidence that he instructed Mr Prince to carry out a survey into issues they were having with damp at the flat he lived in. The evidence showed that payment of £625 was made on 29 September 2022 and the survey was

carried out by Mr Prince on 4 October 2022.

175. The Firm's Terms of Engagement, as provided to Mr Dean, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

176. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mr Dean confirmed this in his statement dated 22 October 2023. This was despite extensive efforts by Mr Dean to chase Mr Prince for the report.

177. Having failed to provide a report at all, the Panel was satisfied that Mr Prince was duty bound to provide Mr Dean with a refund. He therefore failed in that duty too, since no refund was provided at any time and Mr Dean confirmed in his statement that such was the case.

178. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct 2021. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

179. The Panel was satisfied that Mr Prince was in clear breach of his professional obligations by neither producing a report nor providing a refund to Mr Dean.

180. The Panel was also satisfied that such behaviour lacked integrity. The Panel had been referred to the case of Wingate and Evans v SRA (*ibid*), and integrity being a *'useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.'* The Panel noted the underlying rationale being that the professions have a privileged and trusted role in society and in return they are required to live up to their own professional standards. By failing to live up to his own professional standards in not providing the report or a refund, Mr Prince had, in the Panel's view, acted in a way that lacked integrity.

181. Accordingly, the Panel found the entirety of Charge 1 proved in relation to Mr Dean.

## CHARGE 2

- a. Mr Prince permitted Principles Surveyors Limited, which he controlled, to fail to comply with its professional obligations by not honouring an award made by the Centre for Effective Dispute Resolution on 4 August 2022 to pay £1250 to Kate Thornalley.
- b. His actions at (a) above were:
  - iii. In breach of his professional obligations,
  - iv. Lacked integrity.

### **Contrary to Rule 1 of the Rules of Conduct 2021**

182. Mr Prince was the sole practitioner, director, owner and principal of the Firm. In the Panel's view, for the purposes of these charges, the two were indivisible. Accordingly, anything done by the Firm was, the Panel concluded, permitted by Mr Prince.

183. Ms Armstrong (formerly Thornalley), having achieved nothing by chasing Mr Prince for her report or a refund, or even his Complaints Handling Procedure, raised a complaint with RICS in April 2022 and then approached CEDR to resolve the dispute she was having with the Firm. CEDR was the Firm's choice for dispute resolution.

184. On 4 August 2022 the CEDR Adjudicator considered the matter and concluded:

*'The company needs to take the following further actions:*

- *Pay compensation of £1,250.00.*
- *Provide a formal apology to the customer.'*

185. The Panel was provided with CEDR's Rules. In accordance with Rule 4.6.1:

*'If the adjudicator's Decision directs the company to take an action in relation to the customer, and the customer accepts the Decision, the company must complete the necessary action(s) within 20 working days from the date on which CEDR notifies the company of the customer's acceptance of the Decision, unless the adjudicator has directed an alternative timescale for compliance. The company*

*must provide evidence to CEDR that the necessary action(s) have been completed.'*

186. It was thus clear that the Firm had an obligation to pay the award in accordance with the directions of the Adjudicator and in accordance with the Rules of the Scheme that the Firm had signed up to.

187. In her oral evidence, Ms Armstrong said that the Firm did not honour this decision by CEDR and has not paid the compensation awarded or provided any apology.

188. As stated above, the Panel was satisfied that Mr Prince had permitted the Firm to fail to comply with its professional obligations, in accordance with the Rules of the CEDR Scheme, by not honouring the award.

189. Rule 1 of the Rules of Conduct 2021 states *'Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.'*

190. Since compliance with the Scheme is mandatory, the Panel was satisfied that, by permitting the Firm, which he controlled, to fail to comply with the directions of the Adjudicator and not honouring the award, Mr Prince had acted in breach of his professional obligations and his actions clearly lacked integrity. Acting with integrity requires a regulated professional to act in an honest and straightforward way. Not honouring an award from one's chosen alternative dispute resolution provider is not acting in an honest and straightforward way.

191. The Panel therefore found the entirety of Charge 2 proved.

### **CHARGE 3**

192. Between 1 December 2020 and 30 September 2023 Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him in that, in respect of the individuals/ company set out in Schedule B:

- a. He accepted instructions to produce a survey/ report / valuation,
- b. He failed to produce the survey/report/valuation at all or within a reasonable timeframe.

**Contrary to Rule 5 of the Rules of Conduct for Members  
Version 7, and/or Rule 3 of the Rules of Conduct 2021.**

193. The Panel considered each witness in turn, as detailed in Schedule B above.

**Ms Hyde-Wyatt**

194. Ms Hyde-Wyatt's unchallenged evidence was that she paid the Firm £749 on 30 June 2021 to provide a report on whether lintels would need to be installed before fitting new windows. By searching online she chose the Firm as they were located in her area and 'importantly were registered with RICS.'

195. Having accepted her instructions, on 9 July 2021 Mr Prince carried out the inspection. He did not make any mention of when Ms Hyde-Wyatt would receive the report. On 6 August 2021, having heard nothing from the Firm, Ms Hyde-Wyatt phoned them to enquire about the report. She left a voicemail, but no one called her back. There then began a whole series of chaser emails sent to the Firm. Eventually, on 17 November 2021, Ms Hyde-Wyatt received a refund. At no time did she ever receive her report.

196. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution . For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied.

197. Rule 5 states: '*Members shall carry out their professional work in a timely manner and with proper regard for standards of service and customer care expected of them.*'

198. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all.

199. Accordingly, in respect of Ms Hyde-Wyatt, the Panel found Charge 3 proved in its entirety.

**Mrs Gray**

200. With regard to Mrs Gray, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a home survey on a property she wished to purchase. The evidence showed that payment of £895 was made on 30 March 2021 and the survey was carried out by Mr Prince on 9 April 2021.

201. The Firm's Terms of Engagement, as provided to Mrs Gray, at paragraph 5.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. This can be, in some circumstances up to 28 days after inspection or on occasion, longer if further enquiries or information has to be researched or obtained from other sources.'*

202. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within a reasonable timeframe. He therefore failed in that duty since no report was provided at any time and Mrs Gray confirmed in her oral evidence that such was the case. This was despite extensive efforts by Mrs Gray to chase Mr Prince for the report.

203. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

204. Rule 5 of the Rules of the Conduct for Members Version 7 states, *'Members shall carry out their professional work in a timely manner and with proper regard for standards of service and customer care expected of them.'*

205. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

206. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

207. Accordingly, in respect of Mrs Gray, the Panel found Charge 3 proved in its entirety.

**Ms Armstrong (formerly Thornalley)**

208. With regard to Ms Armstrong, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out specific defect report for water ingress in a new build property. The evidence showed that payment of £625 was made on 21 June 2021 and the survey was carried out by Mr Prince on 29 June 2021. Mr Prince advised the Report could take up to 30 days to complete, as per their standard terms and conditions.

209. The Firm's Terms of Engagement, as provided to Ms Armstrong, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

210. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within a reasonable timeframe. He therefore failed in that duty since no report was provided at any time and Ms Armstrong confirmed in her oral evidence that such was the case. This was despite extensive efforts by Ms Armstrong to chase Mr Prince for the report.

211. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

212. Rule 5 Rules of the Conduct for Members Version 7 states, *'Members shall carry out their professional work in a timely manner and with proper regard for standards of service and customer care expected of them.'*

213. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*



214. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

215. Accordingly, in respect of Ms Armstrong, the Panel found Charge 3 proved in its entirety.

### **Mrs Maguire**

216. With regard to Mrs Maguire, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a specific survey on an old property so that she knew what the issues were with the house and what work was needed to make the house habitable. The evidence showed that payment of £995 was made on 2 December 2020 and the survey was carried out by Mr Prince on 17 December 2020. Mrs Maguire said that Mr Prince gave her the impression that she could expect the report in the first few weeks of January 2021.

217. The Firm's Terms of Engagement, as provided to Mrs Maguire, at paragraph 5.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. This can be, in some circumstances up to 28 days after inspection or on occasion, longer if further enquiries or information has to be researched or obtained from other sources.'*

218. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within a reasonable timeframe. He therefore failed in that duty since no report was provided at any time. This was despite extensive efforts by Mrs Maguire to chase Mr Prince for the report.

219. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

220. Rule 5 of the Rules of the Conduct for Members Version 7 states, *'Members shall carry out*

*their professional work in a timely manner and with proper regard for standards of service and customer care expected of them.'*

221. Rule 3 of the Rules of Conduct 2021 states, '*Members and firms must provide good-quality and diligent service.'*

222. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

223. Accordingly, in respect of Mrs Maguire, the Panel found Charge 3 proved in its entirety.

### **Mrs Khaira**

224. With regard to Mrs Khaira, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a survey on a 17th Century property they had made an offer on. The evidence showed that payment of £1,495 was made on 2 September 2021 and the survey was carried out by Mr Prince on 7 September 2021.

225. Mrs Khaira's evidence was that she had to continually chase Mr Prince for the survey, a saga which she found '*incredibly frustrating*', but that the survey was eventually delivered on 24 November 2021.

226. In considering whether this constituted a failure to provide the survey within a reasonable timeframe, the Panel had regard to the Firm's Terms of Engagement, as provided to Mrs Khaira, which at paragraph 5.5, state: '*The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

227. As the Terms indicate 30 working days and Mr Prince only works three days a week, that

would mean a period of ten weeks. Mrs Khaira received her survey within 36 of Mr Prince's working days. The Panel noted that Mrs Khaira considered this to be unacceptable, however as the provision of the report was just outside the timeframe stipulated within the Terms of Engagement, the Panel was not satisfied, on the balance of probabilities, that Mr Prince had failed to produce the report within a reasonable timeframe. It followed that the Panel could not be satisfied that Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, since it had not been proved that he failed to produce the report within a reasonable timeframe.

228. Accordingly, the Panel found Charge 3 not proved in relation to Mrs Khaira.

### **Ms Robinson**

229. With regard to Ms Robinson, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a survey on a property she and her relatives were interested in purchasing. The evidence showed that payment of £2,200 was made on 13 August 2021 and the survey was carried out by Mr Prince on 19 August 2021. Ms Robinson said the Conditions of Engagement that she signed indicated the proposed reporting date as *'usually within 30 days of inspection, although there may be exceptions (excluding weekend, bank and public holidays).'*

230. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within a reasonable timeframe. He therefore failed in that duty since no report was provided at any time and Ms Robinson confirmed this in her statement dated 15 September 2023. This was despite extensive efforts by Ms Robinson to chase Mr Prince for the report.

231. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. For the period up until 2 February 2022 the Rules of Conduct for Members Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

232. Rule 5 of the Rules of the Conduct for Members Version 7 states, *'Members shall carry out their professional work in a timely manner and with proper regard for standards of service and customer care expected of them.'*

233. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

234. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

235. Accordingly, in respect of Ms Robinson, the Panel found Charge 3 proved in its entirety.

### **Ms Estaphanos**

236. With regard to Ms Estaphanos, she provided clear and unchallenged evidence that she instructed Mr Prince to carry provide a report about damp issues on a particular property. She wanted to instruct a regulated surveyor and so contacted RICS and was directed to its website, where she found the Firm listed under the damp section.

237. Before instructing Mr Prince to carry out an inspection Ms Estaphanos emailed the Firm enquiring about their timeframe of 30 working days for the report. She received a response from a Mr Cunliffe, saying that:

*'The office admin hours differ from the surveyors hours and for your information to cover for IT and other disruption outside of our control we allow a 30 working day turn around but usually try to return the conclusions within a week.'*

238. The evidence showed that payment of £695 was made on 12 January 2022 and the survey was carried out by Mr Prince on 25 January 2022.

239. The Firm's Terms of Engagement, as provided to Ms Estaphanos, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday'*

*only during normal working hours of 11:00 to 16:30 hours.'*

240. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within a reasonable timeframe. Using Mr Prince's working days (ie 3 working days a week), then 30 days would have been 1 April 2022. Mr Cunliffe had given Ms Estaphanos the impression that she was likely to receive her report within a week. However, given the Terms of Engagement it would be difficult to criticise Mr Prince if the report had been delivered by 1 April 2022. It was not. Ms Estaphanos had to constantly chase Mr Prince and eventually she received the report on 4 July 2022.

241. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

242. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report within a reasonable timeframe. This is the polar opposite of providing good quality and diligent service.

243. Accordingly, in respect of Ms Estaphanos, the Panel found Charge 3 proved in its entirety.

### **Mrs Armitage**

244. With regard to Mrs Armitage, she provided clear and unchallenged evidence that she instructed Mr Prince to carry out a survey into damp problems they were having at their property. The evidence showed that payment of £625 was made on 12 December 2022 and the survey was carried out by Mr Prince the very next day. At the end of the inspection Mrs Armitage asked Mr Prince how long it would take for the report to be produced and Mr Prince *'promised that the full report would be with me within 30 days of the inspection.'*

245. The Firm's Terms of Engagement, as provided to Mrs Armitage, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the*

*inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

246. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mrs Armitage confirmed in her oral evidence that such was the case. This was despite extensive efforts by Mrs Armitage to chase Mr Prince for the report.

247. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

248. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

249. Accordingly, in respect of Mrs Armitage, the Panel found Charge 3 proved in its entirety.

### **Axe Block Management**

250. With regard to Axe Block Management, Mr Wells, the Senior Property Manager, provided clear and unchallenged evidence that they instructed Mr Prince to carry out an investigation into damp problems they were experiencing in some of their flats. The evidence showed that payment of £750 was made on 20 January 2023 and the survey was carried out by Mr Prince on 6 February 2023.

251. The Firm's Terms of Engagement, as provided to Axe Block Management, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries*

*required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*

252. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mr Wells confirmed this in his statement dated 24 October 2023. This was despite extensive efforts by Mr Wells to chase Mr Prince for the report.

253. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

254. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

255. Accordingly, in respect of Axe Block Management, the Panel found Charge 3 proved in its entirety.

## **Mr Dean**

256. With regard to Mr Dean, he provided clear and unchallenged evidence that he instructed Mr Prince to carry out a survey into issues they were having with damp at the flat he lived in. The evidence showed that payment of £625 was made on 29 September 2022 and the survey was carried out by Mr Prince on 4 October 2023.

257. The Firm's Terms of Engagement, as provided to Mr Dean, at paragraph 4.5, state: *'The written report will be provided as soon as reasonably possible after completing the inspection, enquiries and reasoned consideration of the findings. Please allow up to 30 working days for a report dependent upon the circumstances and any additional enquiries required. For the avoidance of doubt working days are Tuesday, Wednesday and Thursday only during normal working hours of 11:00 to 16:30 hours.'*



258. The Panel was satisfied that, having taken payment and carried out the inspection, Mr Prince was duty bound to provide a report in accordance with his Firm's Terms of Engagement and in any event within an adequate time period. He therefore failed in that duty since no report was provided at any time and Mr Dean confirmed this in his statement dated 22 October 2023. This was despite extensive efforts by Mr Dean to chase Mr Prince for the report.

259. As a member of RICS, Mr Prince was duty bound to comply with the Rules of Conduct applicable to members of the Institution. Rule 3 of the Rules of Conduct 2021 states, *'Members and firms must provide good-quality and diligent service.'*

260. When a customer instructs a professional, regulated, chartered surveyor to carry out an inspection and provide a report there is a reasonable expectation that the surveyor will carry out those instructions diligently and provide the report within a reasonable timeframe. In the Panel's view, Mr Prince failed to carry out his professional work with proper regard to the standards of service and / or customer care expected of him, because he failed to produce his report at all. This is the polar opposite of providing good quality and diligent service.

261. Accordingly, in respect of Mr Dean, the Panel found Charge 3 proved in its entirety.

#### **CHARGE 4**

Between 1 December 2020 and 30 September 2023 Principles Surveyors Ltd failed to carry out its professional work with proper regard for the standards of service and / or customer care expected of it in that, in respect of the individuals / company set out in Schedule B:

- a. It accepted instructions to produce a survey/ report / valuation,
- b. It failed to produce the survey/report/valuation at all or within a reasonable timeframe.

**Contrary to Rule 5 of the Rules of Conduct for Firms Version 7, and/or Rule 3 of the Rules of Conduct 2021.**

262. As already observed in relation to Charge 2 above, Mr Prince was the sole practitioner, director, owner and principal of the Firm. In the Panel's view, for the purposes of these charges, the two are indivisible. Accordingly, the evidence relating to Charge 3 applies equally to this Charge and the reader is therefore referred to the decisions made in Charge 3 above in relation to the stem of Charge 4 and subsections a. and b.



263. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct applicable to Firms. For the period up until 2 February 2022 the Rules of Conduct for Firms Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

264. Rule 5 of the Rules of the Conduct for Firms Version 7 states, '*A Firm shall carry out its professional work with expedition and with proper regard for standards of service and customer care expected of it.*'

265. Rule 3 of the Rules of Conduct 2021 states, '*Members and firms must provide good-quality and diligent service.*'

266. By accepting instructions and then failing to produce the reports in eight of the nine cases found proved in Charge 3 and not providing the report with a reasonable timeframe in the case of Ms Estaphanos, in the Panel's view the Firm had failed to carry out its professional work with proper regard for the standards of service and / or customer care expected of it.

267. Accordingly, the Panel found Charge 4 proved in relation to Ms Hyde-Wyatt, Mrs Gray, Ms Armstrong, Mrs Maguire, Ms Robinson, Ms Estaphanos, Mrs Armitage, Axe Block Management and Mr Dean.

## **CHARGE 5**

Between 16 August 2021 and 30 September 2023 Principles Surveyors Limited, in respect of the individuals set out in Schedule C, failed:

- a. To provide a copy of its complaints policy,
- b. To respond adequately or in a timely manner or at all to complaints.

**Contrary to Rule 3 and / or 7 of the Rules of Conduct for Firms Version 7 and / or Rule 1 and / or 5 of the Rules of Conduct 2021.**

268. As already detailed in this determination, all the complainants had to chase Mr Prince and the Firm in attempts to either get the report they had paid for or alternatively a refund. This Charge deals with the Firms alleged failure to provide a copy of its complaints policy and a failure to respond adequately or in a timely manner, or at all, to complaints.

269. Each individual complainant within Schedule C will be considered in turn.

## Ms Hyde-Wyatt

270. Ms Hyde-Wyatt's evidence was that she was sent the complaints-handling procedure on 7 September 2021. Accordingly, Mr Geering did not pursue this part of the Charge against the Firm and the Panel found 5 a. not proved in respect of Ms Hyde-Wyatt.

271. The Panel then considered whether the Firm had responded adequately or in a timely manner, or at all, to Ms Hyde-Wyatt's complaint.

272. On 10 September 2021, Ms Hyde-Wyatt wrote a complaint letter to the Firm, expressing her dissatisfaction. She then said, '*As expected, I did not receive a response to this letter within seven working days which was the timescale stated in the Firm's complaints handling procedure.*'

273. On 25 September 2021, Ms Hyde-Wyatt wrote a further letter to the Firm saying that she had not received a response from the Firm within seven working days and that she would now be referring the matter to the Firm's independent redress scheme. There was no response from the Firm.

274. On 11 October 2021, Ms Hyde-Wyatt created a case with CEDR against the Firm.

275. On 31 October 2021, Ms Hyde-Wyatt sent another email saying she had referred the matter to CEDR and asking that she either be provided with the report or a refund.

276. On 1 November 2021, Mr Prince responded in an email. He said he treats all clients with respect and that they are his '*number one priority.*' He blamed a server upgrade by RICS for the delay, together with staff health issues. He said he was back at work and that he would produce the report within 10 days or refund the fee.

277. Despite that assurance, no report arrived within 10 days and Ms Hyde-Wyatt thus asked for a full refund in an email dated 14 November 2021. She did receive a refund on 17 November 2021.

278. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct applicable to Firms. The Rules of Conduct for Firms Version 7 applicable in this instance are:

*Rule 3: 'A Firm shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with its professional obligations.'*

*Rule 7: 'A Firm shall operate a complaints-handling procedure and maintain a complaints log. The complaints-handling procedure must include an Alternative Dispute Resolution (ADR) mechanism that is approved by the Standards and Regulation Board.'*

279. The Panel decided that by taking so long to respond and only really taking action once Ms Hyde-Wyatt had referred the matter to CEDR, the Firm had not acted in a straightforward way and thereby had not acted with integrity, in breach of Rule 3. Furthermore, the Panel considered the Firm to be in breach of Rule 7, since although it had a complaints-handling procedure it was not operating it effectively.

280. The Panel therefore found Charge 5 b. proved in relation to Ms Hyde-Wyatt.

### **Mrs Gray**

281. Mrs Gray instructed the Firm in March 2021, but never received a report or a refund. After many chasing emails and no success, on 30 August 2021 Mrs Gray sent an email to the Firm expressing her *'huge disappointment'* that they never received the survey they had paid for and asking for a response to explain why the report had not been provided. She added that if she did not receive a reply by 27 August 2021 she would then follow their complaints procedure. No response was received.

282. On 31 August 2021 Mrs Gray sent an email asking for the Firm's complaints-handling procedure. She received no response and no complaints-handling procedure. She also tried phoning Mr Prince, but her calls went unanswered. Mrs Gray said that because the Firm never provided her with the complaints-handling procedure she was not able to reach out to their alternative dispute resolution provider to resolve the dispute.

283. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct applicable to Firms. For the period up until 2 February 2022 the Rules of Conduct for Firms Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

284. The Rules of Conduct for Firms Version 7 state:

*Rule 3: 'A Firm shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with its professional obligations.'*

*Rule 7: 'A Firm shall operate a complaints-handling procedure and maintain a complaints log. The complaints-handling procedure must include an Alternative Dispute Resolution (ADR) mechanism that is approved by the Standards and Regulation Board.'*

285. The Rules of Conduct 2021 state:

*Rule 1: "Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS."*

*Rule 5: "Members and firms must act in the public interest, take responsibility for their actions and act to prevent harm and maintain public confidence in the profession."*

286. The Panel considered the Firm to be in clear breach of these Rules. Mrs Gray had a legitimate complaint and tried to pursue it by asking for a copy of the complaints-handling procedure. Indeed the Firm's Terms of Engagement state: *'If you are dissatisfied with any aspect of the services we provide, a copy of our complaints procedure is available on request.'* Despite asking for it, no complaints-handling procedure was provided. It was clear that Mrs Gray was, understandably, dissatisfied with the service she had been provided with and wished to make a complaint, yet the Firm ignored her emails, failed to provide a copy of its complaints-handling procedures and did not respond adequately to Mrs Gray's complaints about not receiving her report. This represented a failure to act in a straightforward way and thereby the Firm had acted without integrity. A complaints procedure cannot operate if the Firm will not even send out a copy of its complaints- handling procedure and if the Firm does not respond to calls and emails. This is a basic and fundamental professional obligation that was not complied with by the Firm.

287. The Panel therefore found Charge 5 proved in its entirety in relation to Mrs Gray.

**Ms Armstrong (formerly Thornalley)**

288. Ms Armstrong instructed the Firm on 21 June 2021. She never received her report nor a refund, nor did the Firm honour the award made by CEDR in her favour. Following on from many chasing emails, on 24 August 2021, Ms Armstrong sent the Firm an email saying that if she received no report or some form of communication by 27 August 2021, she would make a formal complaint to RICS against the Firm.

289. On 10 December 2021 Ms Armstrong wrote an email to the Firm requesting their complaints-handling procedure and that they refund her the fee paid for the Report. She did not receive a reply to that email.

290. Ms Armstrong was thus forced to take the matter further with RICS and CEDR.

291. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct applicable to Firms. For the period up until 2 February 2022 the Rules of Conduct for Firms Version 7 applied and from 2 February 2022 the Rules of Conduct 2021 applied.

292. The Rules of Conduct for Firms Version 7 state:

*Rule 3: 'A Firm shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with its professional obligations.'*

*Rule 7: 'A Firm shall operate a complaints-handling procedure and maintain a complaints log. The complaints-handling procedure must include an Alternative Dispute Resolution (ADR) mechanism that is approved by the Standards and Regulation Board.'*

293. The Rules of Conduct 2021 state:

*Rule 1: "Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS."*

*Rule 5: "Members and firms must act in the public interest, take responsibility for their actions and act to prevent harm and maintain public confidence in the profession."*

294. The Panel considered the Firm to be in clear breach of these Rules. Ms Armstrong had a legitimate complaint and tried to pursue it by asking for a copy of the complaints-handling procedure. Indeed the Firm's Terms of Engagement state: *'If you are dissatisfied with any aspect of the services we provide, a copy of our complaints procedure is available on request.'* Despite asking for it, no complaints-handling procedure was provided. It was clear that Ms Armstrong was, understandably, dissatisfied with the service she had been provided with and wished to make a complaint, yet the Firm ignored her emails, failed to provide a copy of its complaints-handling procedures and did not respond adequately to Ms Armstrong's complaints about not receiving her report. This represented a failure to act in a straightforward way and thereby the Firm had acted without integrity. A complaints procedure cannot operate if the Firm will not even send out a copy of its complaints-handling procedure and if the Firm does not respond to calls and emails. This is a basic and fundamental professional obligation that was not complied with by the Firm.

295. The Panel therefore found Charge 5 proved in its entirety in relation to Ms Armstrong.

### **Ms Estaphanos**

296. Ms Estaphanos instructed the Firm on 12 January 2022. She was led to believe the report she had commissioned was likely to arrive within a week, but to allow for up to 30 days.

297. When the report was not forthcoming, Ms Estaphanos began chasing the Firm. She received promises that the report would be sent by certain deadlines, but these came and went. On 7 April 2022, Ms Estaphanos sent Mr Prince an email saying she did not want to keep chasing him for the damp report, but it had been over ten weeks. She added that in desperation she had called RICS but they said she had to put in an official complaint and she did not want to have to do this, she just wanted her report or a refund. She received no response to that email. Ms Estaphanos concluded that Mr Prince had no intention to produce a report so she raised a concern with RICS.

298. On 16 June 2022, Ms Estaphanos informed Mr Prince, in an email, that she had reported this matter to RICS and asking for a copy of the Firm's complaints-handling procedure. Mr Prince did respond to that email and provided a copy of the complaints-handling procedure. Accordingly, the Panel found Charge 5a. not proved with regard to Ms Estaphanos.

299. The Panel then considered whether the Firm had responded adequately or in a timely manner, or at all, to Ms Estaphanos' complaint.

300. On 28 June 2022, Ms Estaphanos emailed Mr Prince saying that if he did not send the report as promised then she just wanted a refund. Mr Prince responded, saying that he would contact Ms Estaphanos the following day to '*explain*' the situation.

301. He did not call the next day and on 30 June 2022 Ms Estaphanos sent a further email saying she had had enough and asking for her money back, or she would take legal action against the Firm.

302. On 1 July 2022, Mr Prince responded in an email. He said they would '*strongly defend any threats - for which an additional fee is charged.*' He said, '*That is a road I do not want to go down but have lawyers who will do so if instructed.*' He went on to say he wanted to '*restore your faith and deliver the full comprehensive report by email hopefully over the weekend.*' He added, '*If you haven't received the report by Monday, I will show good faith and will consider what to refund ...*'

303. Ms Estaphanos said she found Mr Prince's email to have '*a very aggressive and threatening tone, which I believed was totally undeserved and unprofessional.*'

304. The Report did then arrive on 4 July 2022.

305. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct 2021, as follows:

*Rule 1: "Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS."*

*Rule 5: "Members and firms must act in the public interest, take responsibility for their actions and act to prevent harm and maintain public confidence in the profession."*

306. The Panel considered the Firm to be in clear breach of these Rules. Ms Estaphanos had a legitimate complaint. When she raised this with Mr Prince, he responded in a most unprofessional way, suggesting that Ms Estaphanos, the innocent party in all of this, was

being threatening. This represented a failure to act in a straightforward way and thereby the Firm had acted without integrity. The Firm was clearly the party at fault by not providing a report within a reasonable time and yet failed to take responsibility for its actions and instead acted in a way likely to damage public confidence in the profession.

307. The Panel therefore found Charge 5b. proved in relation to Ms Estaphanos.

### **Mrs Armitage**

308. Mrs Armitage instructed the Firm to carry out a damp survey on 12 December 2022. She paid the fee and the inspection was carried out the next day, but she never received a report, nor did she receive a refund, until she resorted to the Small Claims Court. As with the other complainants in this case, she chased Mr Prince for the report and received various promises about when she would receive a report, none of which were honoured.

309. In an email sent to Mr Prince on 28 February 2023, Mrs Armitage said, *'We are still waiting for our survey almost 3 months after we paid you and you visited. I appreciate you have had IT issues since November but surprisingly it didn't seem to hold up you sending an invoice to us! We pay, you visit, then the survey never arrives and our calls and messages are largely ignored. I would have expected better form a Surveyor registered with RICS. We cannot find a complaints procedure on your website although we have completed the online form with our complaint..no response.'* Mrs Armitage goes on to say that Mr Prince should provide the survey or a refund by 3 March 2023, or they would have to take further action to reclaim their money. No reply was received to that email and no report or a refund were received by 3 March 2023.

310. Accordingly, Mrs Armitage went to the Small Claims Court. In his response to the Court, Mr Prince admitted all of the claim and agreed to pay, which eventually he did.

311. As a regulated Firm of RICS, the Firm was duty bound to comply with the Rules of Conduct 2021, as follows:

*Rule 1: "Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS."*

*Rule 5: "Members and firms must act in the public interest, take responsibility for*



*their actions and act to prevent harm and maintain public confidence in the profession.*

312. The Panel considered the Firm to be in clear breach of these Rules. Mrs Armitage had a legitimate complaint. When she raised this with Mr Prince, he responded by making promises to produce the report that he did not honour. Indeed, he never produced a report and only reimbursed Mrs Armitage when forced to do so by her successful claim in the Small Claims Court. This conduct represented a failure to act in a straightforward way and thereby the Firm had acted without integrity. The Firm was clearly the party at fault by not providing a report and yet failed to take responsibility for its actions and instead acted in a way likely to damage public confidence in the profession.

313. The Panel therefore found Charge 5 proved in its entirety in relation to Mrs Armitage.

## **CHARGE 6**

Principles Surveyors Limited failed to comply with its professional obligations by not honouring an award made by the Centre for Effective Dispute Resolution on 4 August 2022 to pay £1250 to Kate Thornalley.

### **Contrary to Rule 1 of the Rules of Conduct 2021**

314. As already observed in relation to Charges 2 and 4 above, Mr Prince was the sole practitioner, director, owner and principal of the Firm. In the Panel's view, for the purposes of these charges, the two are indivisible. Accordingly, the evidence relating to Charge 2 applies equally to this Charge and the reader is therefore referred to the decisions made in Charge 2 above.

315. Rule 1 of the Rules of Conduct 2021 states '*Members and firms must be honest, act with integrity and comply with their professional obligations, including obligations to RICS.*'

316. Since compliance with the CEDR Scheme, as the Firm's ADR provider, is mandatory, the Panel was satisfied that the Firm failed to comply with its professional obligations by not honouring an award made by the Centre for Effective Dispute Resolution on 4 August 2022 to pay £1250 to Kate Thornalley.

317. By failing to comply with the directions of the Adjudicator and not honouring the award, the Firm had acted in breach of its professional obligations and its actions clearly lacked integrity.

Acting with integrity requires the Firm to act in an honest and straightforward way. Not honouring an award from one's chosen alternative dispute resolution provider is not acting in an honest and straightforward way.

318. The Panel therefore found Charge 6 proved.

### **Liability to disciplinary action**

319. It is alleged, in relation to Charges 1, 2 and 3, that Mr Prince is liable to disciplinary action pursuant to Bye-law 5.2.2(c), that is, a failure to adhere to the Bye-Laws, Regulations or Rules governing members' conduct.

320. In relation to the Firm, it is alleged, in Charges 4, 5 and 6, that the Firm is liable to disciplinary action pursuant to Bye-Law 5.3.2(c), that is, a failure to adhere to the Bye-Laws, Regulations or Rules governing Firms' conduct.

321. The Panel took into account the submissions made by Mr Geering on behalf of RICS and also the content of the responses provided by Mr Prince during the investigation. The Panel also took into account the advice of the Legal Adviser, who said the question of whether or not Mr Prince and/or the Firm were liable to disciplinary action was a matter for the Panel's judgement, based on the facts found proved. However, not every instance of falling short of what would be proper in the circumstances, and not every breach of the rules, would be sufficiently serious that it could properly be regarded as giving rise to disciplinary action and the Panel was advised to have careful regard to the context and circumstances of the matters found proved and that would include the matters raised by Mr Prince in his written responses, where considered relevant.

322. In reaching its decisions, the Panel took into account the impact of Mr Prince's conduct on the individual complainants:

*Ms Hyde-Wyatt - 'This whole experience with the Firm and Mr Prince was incredibly frustrating and stressful for me. I felt that Mr Prince was acting unprofessional to me and that at times he was being dishonest with me.'*

Mrs Gray - *'Due to the Firm not producing the survey, we were not able to make an informed decision regarding the purchase of the property. Ultimately, we had to pull out from purchasing the Property, given the lack of information. The conduct of the Firm left us very stressed about whether to purchase the Property. We fell in love with that property and really fought to be the best bid out of approximately 20 interested parties. Then by not receiving the written survey we were left to just try to make the best decision we could without the professional information that we had paid for.'*

Ms Armstrong - *'The Firm's conduct has been incredibly disappointing and frustrating to us as we specifically appointed the Firm to resolve a very pressing and stress inducing issue. Instead, the Firm and in particular Mr Prince made an already tough situation a nightmare to deal with.'*

Mrs Maguire - *'It was a very stressful situation for me and delayed me in starting the remedial work on the property while I awaited the results of the survey. In the end I decided to proceed with maintenance work without the survey since that was never produced. This delay has meant a substantial delay in getting the property ready for habitation and thus being rented out.'*

Ms Robinson - *'As a family making a purchase of a property at nearly half a million pounds, we feel extremely let down, not to mention out of pocket to the sum of £2,200.'*

Ms Estaphanos - *'The conduct of the Firm significantly delayed me being able to make needed upgrades to the Property. As such, the Property has stood empty without any tenants, which has cost me a lot of money. More significantly, he has stolen my time. I should not have had to chase him so much. He has caused me both stress and anxiety. I have even considered selling the Property.'*

Mrs Armitage - *'as a result of not receiving the survey and having to through the small claims court to retrieve the money from the Firm, we are not able to start any major works on resolving the damp problems. This whole matter has caused a huge amount of unnecessary stress for us and has been incredibly time consuming. It has also had a detrimental effect on my mental health and it has*

*made me very sceptical of people in general. We have even considered moving home and letting someone else take over the repairs as the task of finding reliable tradespeople, after this experience, has become overwhelming and frightening to me.'*

*Axe Block Management - 'As the Firm has failure (sic) to produce the report, we have been unable to determine the presence of damp or the causes of damp in the flats concerned. Consequently, we have not been able to carry out any remedial works over the course of the year, which has caused the residents further discomfort and further damage has potentially occurred to the property during this time.'*

*Mr Dean - 'we are out of pocket for £650 for no service given and have not received a refund from the Firm. The damp is still causing further damage. I specifically used the RICS site to try and assure myself of good service when approaching Mr Prince. My trust is broken with this now and I am hesitant to go forward with another surveyor just to get left out of pocket with no solution in a similar fashion.'*

323. The facts found proved demonstrate that Mr Prince repeatedly took on work and then failed to deliver on time or, in most cases, at all. His pattern of behaviour relates to nine separate complainants, over a period of nearly three years. As can be seen from the comments above this has had a significant impact on his clients. It left eight complainants with no report at all and one with a report delivered woefully late. Of the nine complainants only two received a refund from Mr Prince and one of those was only after he was taken to the Small Claims Court. Each payment constituted client money provided for a service which was not completed. It behoves any professional in such circumstances to return this money to the client. This is fundamental to the ethical obligations of a surveyor.

324. In relation to Charge 1, the Panel found that Mr Prince's actions were in breach of Rule 3 of the Rules of Conduct for Members Version 7 and Rule 1 of the Rules of Conduct 2021, in that he had acted in breach of his professional obligations and his actions lacked integrity. These were, in the Panel's view, serious breaches of the Rules and rendered Mr Prince liable to disciplinary action.

325. In relation to Charge 2, Mr Prince permitted the Firm, since he controlled it, to fail to comply with its professional obligations by not honouring an award made by CEDR. Mr Prince chose

CEDR to be the alternative dispute resolution provider for the Firm. The CEDR scheme cannot operate if firms ignore their obligations and do not honour a ruling. Such actions compel the client to either accept the loss or resort to litigation. This is the very step the ADR requirement is there to avoid. The Panel found that such conduct amounted to a lack of integrity and a clear breach of the Firm's professional obligations. These were, in the Panel's view, serious breaches of the Rules and rendered Mr Prince liable to disciplinary action.

326. In relation to Charge 3 it is a fundamental aspect of being a registered chartered surveyor that you carry out work in a timely manner with proper regard for standards of service and customer care, as detailed in Rule 5 of the Rules of Conduct for Members Version 7. Similarly, members and firms must provide good-quality and diligent service, in accordance with Rule 3 of the Rules of Conduct 2021. For the nine complainants listed in Schedule B where the facts were found proved, the service they received was woeful and a far cry from the standard expected of a professional surveyor. It is axiomatic that if you are instructed and paid to provide a report or survey then you are duty bound to produce that report or survey and to do so within a reasonable timeframe. Mr Prince failed to do so for all nine complainants. These were, in the Panel's view, serious breaches of these Rules and they rendered Mr Prince liable to disciplinary action.

327. In relation to Charge 4, this related to the Firm's failure to produce surveys and reports at all or within a reasonable timeframe and relies on the same evidence as that for Charge 3. As already stated earlier in this determination, Mr Prince was the sole practitioner, director, owner and principal of the Firm. In the Panel's view, for the purposes of these Charges, the two were indivisible. Accordingly the Panel finds the Firm to be liable to disciplinary action for the exact same reasons as it found Mr Prince liable in Charge 3.

328. In relation to Charge 5, this related to the Firm's failure to provide a copy of its complaints policy and/or a failure to respond adequately or in a timely manner or at all to complaints made by those listed in Schedule C. Firms registered with RICS are duty bound to have an effective complaints policy and to operate it properly. Saying you have a complaints policy but not providing a copy of it completely defeats the object of having a complaints policy in the first place. Equally, having a complaints policy but ignoring the complaints made by clients, again completely defeats the object of having such a policy. This is what the Firm did repeatedly, with Mr Prince choosing to ignore emails and calls from his clients. He failed to provide or abide by his complaints policy. Each complainant struggled to speak to Mr Prince. When they managed to do so, invariably they were given false reassurances and the promise that reports

would be ready soon. He repeatedly gave assurances that reports would be provided by a certain date and then failed to do so. The Panel considered this to be a serious breach of Rules 3 and 7 of the Rules of Conduct for Firms Versions 7 and Rules 1 and 5 of the Rules of Conduct 2021. The conduct constituted a failure of the Firm to comply with its professional obligations and demonstrated a lack of integrity.

329. Accordingly the Panel finds the Firm to be liable to disciplinary action in relation to Charge 5.

330. In relation to Charge 6, the Panel finds the Firm liable to disciplinary action for the same reasons that it found Mr Prince liable in relation to Charge 2. For a firm to ignore an award made by its alternative dispute provider is a particularly serious matter and completely undermines the integrity and purpose of the ADR system. Dispute resolution can only be effective if the Firm complies, as it is duty bound to do, with awards made by the dispute resolution provider.

331. In reaching these decisions, the Panel did take account of the various matters and issues raised by Mr Prince in his correspondence with his clients and with RICS, such as issues with RICS' server, problems with the Firm's internet provider, COVID 19 and [REDACTED] [REDACTED]. However, the Panel considered all of this was potential mitigation and not, therefore, of particular relevance at this stage when considering the seriousness of the breaches of the Rules of Conduct.

#### **Reconvened hearing 7-8 May 2024**

332. The Panel reconvened on 7 May 2024. The same persons were present. Since the last sitting of the Panel on 15-19 April 2024, Mr Prince had been sent the Panel's determination on the facts and his, and his firm's, liability to disciplinary action. The determination was sent by Royal Mail signed for post on 25 April 2024, but the recipient (recorded as PRINCE) refused to accept it and it was therefore returned to sender. The determination was also sent by email and, on 1 May 2024, a message was left on Mr Prince's phone saying that the hearing was reconvening on 7 May 2024 at 10am and that emails had been sent to his BT internet account with login details.

333. Mr Prince did not respond to any of the efforts to contact him. He did not attend the resumed hearing, nor did he provide any further written representations.

Application to adduce further material

334. Mr Geering made an application to admit an additional bundle of 42 pages, consisting of emails from Mr Prince during the course of the investigation and the interim measures hearing that made reference to personal circumstances and financial hardship. Mr Geering said that the material did not further the Institution's case, but it was considered to be potentially relevant to the question of costs in the absence of any means statement provided by Mr Prince. Accordingly, it was out of fairness to Mr Prince that the Institution sought to adduce this material.

335. Having received legal advice from the Legal Adviser the Panel agreed that in fairness to Mr Prince the additional material ought to be admitted. It appeared to be relevant to the question of costs as it made reference to the financial hardship being suffered by Mr Prince and the Panel agreed that it would be fair to admit it. The material also made references to the attempts made by RICS to get in touch with Mr Prince about this resumed hearing date. This was uncontroversial and important to the Panel's decision about whether or not to proceed in the absence of Mr Prince.

Consideration about continuing in the absence of Mr Prince

336. Although Mr Prince had not responded following the Panel's findings on 19 April 2024, in his last correspondence with RICS he had made reference to the hardship he said had followed the action taken by RICS, including an interim measure hearing. This letter, dated 10 April 2024, had been sent to the Chair of the RICS Standards and Regulation Board, but was not available to this Panel when it convened on 15-19 April 2024. [REDACTED]

[REDACTED]

337. [REDACTED]



338. In light of that correspondence, Mr Geering said the Institution considered it only fair to raise the issue of whether the Panel should continue to hear this matter in the absence of Mr Prince. Mr Geering made it clear that the Institution's position was that the hearing should continue, notwithstanding Mr Prince's continued absence and the content of these letters. He referred to relevant case law and the sort of detail needed to satisfy a Panel that the hearing ought not to go ahead on medical grounds and said that the GP's letter in this case fell far short of that required. He said it was not current, there was no prognosis and no indication about any time span by when Mr Prince might be well enough to engage. He added that Mr Prince had previously made it clear he did not wish to participate and he had voluntarily chosen not to engage with these proceedings. Mr Geering said there was no request for an adjournment and he invited the Panel to continue to hear the case in his absence.

339. The Panel considered with care whether it was appropriate and fair to continue with this hearing in the absence of Mr Prince and in reaching its decision took into account the advice of the Legal Adviser.

340. The Panel did not doubt that Mr Prince had a number of health issues and whilst the GP's note was not up to date or in any detail, it was clear from all the papers that his medical problems would appear to be long term. However, the nature of those problems and their impact was less clear. The GP's letter did little more than convey what Mr Prince has said to the GP in February 2024. There was no prognosis, or medical assessment, or indication of what reasonable adjustments might be made to assist Mr Prince if he did attend, or how long it may be before he would be considered well enough to engage. The Panel noted that in previous correspondence from RICS, Mr Prince had been advised of the kind of medical evidence he needed to provide, but what he had actually provided was limited. The Panel concluded that the medical evidence, such as it was, did not provide the necessary detail, nor was it sufficiently up to date, for it to be a reason not to continue with the hearing.

341. The Panel also noted that Mr Prince had not requested an adjournment and there was no indication that he would attend on another date were the matter to be adjourned. Indeed, he has shown a lack of willingness to engage in the process and from his last contact in September 2023, Mr Prince had indicated that he considered a final hearing to be unnecessary, suggesting he may have decided there was no point in attending.



342. In deciding whether to continue with the hearing the Panel took note of its previous decision on 15 April 2024 and was of the view that the same considerations applied. The Panel had to take into account fairness to Mr Prince, but also fairness to RICS and the public interest in the expeditious resolution of the case. In the Panel's view Mr Prince had been given ample opportunity to attend if he wished to do so and ample opportunity to ask for an adjournment, if that is what he sought. The Panel did not consider the content of his 10 April 2024 letter and the GP letter of 27 February 2024 made a material difference to the decision it made on 15 April 2024 to proceed in his absence. It would appear that Mr Prince was continuing to refuse to accept mail from the Institution and clearly did not want to engage with the hearing process.

343. In all the circumstances the Panel could see no unfairness to Mr Prince in continuing with the hearing and indeed it could be said to be in his interests to have the matter concluded. The Panel therefore decided to continue to hear this matter in the absence of Mr Prince.

#### **Decision as to sanction**

344. Having found that liability to disciplinary action was established against Mr Prince and the Firm, the Panel considered what, if any, sanctions it should impose. The Panel received and accepted the advice of the Legal Adviser as to the available sanctions and the appropriate approach to its consideration of sanction, costs and publicity. The Panel referred to RICS Sanctions Policy (March 2020, Version 9) and its supplements.

345. RICS had not made any submissions proposing a specific sanction, nor had Mr Prince provided any submissions on the issue of sanction. However, Mr Geering did suggest some potential aggravating and mitigating factors, which the Panel might wish to take into account. He also informed the Panel that Mr Prince and the Firm had no previous adverse disciplinary findings.

346. In considering sanction, the Panel bore in mind that the purpose of sanctions in RICS proceedings is:

- the need to demonstrate to the public and to other Members or Firms that RICS takes firm action in order to protect the public interest and promote regulatory compliance;
- The need to act in the public interest by protecting the public, the reputation of the

profession and to declare and uphold proper standards;

- The necessity to deter the Regulated Member and other Members or Firms from future poor conduct.

347. As referred to above, in a letter dated 10 April 2024, Mr Prince made reference to the hardship that had followed the action taken by RICS. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

348. Whilst the Panel was concerned to hear of the difficulties Mr Prince was experiencing, it failed to understand why he considered they were in any way the fault of RICS. It was Mr Prince and his Firm that had failed to deliver reports, failed to provide refunds, failed to follow its complaints policy and failed to honour the decisions made by CEDR. The Panel was of the view that Mr Prince's plight was largely of his own making. His poor performance may well have been linked to his health, but the Panel could not be sure of this as Mr Prince had not attended the hearing or provided an account or explanation for his behaviour. Accordingly, although the Panel considered the health matters referred to by Mr Prince to be potential mitigating factors, it was unable to place significant weight on them with regard to Mr Prince's failings, without having heard further from him. Indeed, Mr Prince himself had sought to place much blame on others for what occurred rather than take any responsibility himself. He blamed the Institution's servers, BT for internet problems and clients for not following his complaints' procedures. The Panel took all these factors into account when deciding the appropriate sanctions in this case.

349. The Panel first considered the aggravating factors and found the following:

- a repeated behaviour over a lengthy period of time, spanning several years and involving a significant number of clients;
- a loss/detriment to clients - some clients have never received reports or refunds;
- distress, anguish and significant inconvenience caused to clients;
- a lack of cooperation and a lack of meaningful engagement with his regulator;

- a lack of insight and accountability, often blaming others for his actions.

350. The Panel found the following mitigating factors:

- no previous RICS disciplinary history;
- some information about physical and mental health issues that may have impacted upon his behaviour;
- his technical competence has not been called into question.

351. On the information provided by Mr Prince, the Panel considered his health appeared to have had a significant impact on his ability to work and to engage with his regulator. The Panel gave some weight to this, but it was of limited weight because there was no explanation given by Mr Prince as to why he was able to do the surveys but not complete the reports and why he was able to pay refunds where clients issued legal proceedings against him, but not otherwise.

352. An important consideration when deciding on the appropriate sanction in any given case is the level of insight shown by the member. Good insight and steps taken to remediate one's practice can point away from there being a risk of repetition. The converse is also true and in this case there is no meaningful evidence of insight or effective remediation by Mr Prince. Indeed, he seems to think all his woes have been created by RICS in taking action against him and he seems to have completely ignored all the anguish and stress he has caused his clients by not acting professionally. The Panel considered there to be a complete lack of personal accountability by Mr Prince and a complete lack of any genuine remorse or reflection.

353. In an email to Ms Hyde-Wyatt, dated 1 November 2021, Mr Prince referred to issues with staff health and that he had taken on a new accountant, a consultant business adviser and other staff and was trying to recruit a reserve surveyor, and yet his pattern of taking on work, carrying out surveys and then never producing a report, continued. If this was meant to be a way of effecting some sort of remediation and prevent a repetition then it does not appear to have worked. In such circumstances the Panel considered there to be a real risk that Mr Prince would continue to act in ways similar to those detailed in the matters found proved in this case. This put the public at risk as well as the public's confidence in Chartered Surveyors and members of RICS. It was important to remember all the clients affected in this case who said they specifically chose a RICS surveyor in order to have peace of mind that they were instructing a professional. The Panel considered Mr Prince's behaviour had profoundly

damaged the reputation of Chartered Surveyors and the Institution.

354. The Panel bore in mind that that the purpose of a sanction is not to be punitive, though a sanction may have a punitive effect. The Panel was mindful that it should impose the lowest sanction to meet the requirements of public protection and the public interest. The Panel adopted a proportionate approach, considering the available sanctions in ascending order of seriousness.

355. In light of the serious nature of the findings made, the Panel was in no doubt that the sanctions of caution and reprimand were both insufficient to protect the public and to safeguard the wider public interest.

356. The Panel next considered undertakings. For undertakings to be effective, the Panel would have to be assured that Mr Prince was genuinely committed to complying with them and could be trusted to do so. In light of his approach and attitude to these proceedings, his lack of meaningful engagement, his apparent angst at RICS taking action against him and his complete lack of insight, the Panel could not be satisfied that he would comply with any undertakings. The Panel also concluded such a sanction would not be an appropriate response to the issues of the maintenance of professional standards and public confidence in the surveyors' profession and in RICS as its regulator. In the view of the Panel, the same considerations applied to an order imposing conditions. Had he engaged, shown insight and remorse and a willingness to address his deficiencies, then the situation may well have been different.

357. Similarly, the Panel concluded that in this case a fine would neither protect the public nor would it address the issues of the maintenance of professional standards, and of public confidence in the surveyors' profession and in RICS as its regulator. However, the Panel was referred to paragraph 19.2 of the Sanctions Guidance, which states *'the Panel does not have the power to order the Regulated Member to compensate a client. Compensation is dealt with by the relevant independent redress scheme or the Courts. However, where the insurance policy maintained by RICS has paid an Ombudsman award because the Regulated Member has refused to do so, the Panel or Single Member may require repayment of this sum by the Regulated Member to the insurance scheme to ensure that the profession as a whole does not bear the cost of this failure.'* That is precisely what has occurred in this case with regard to the Firm not paying the CEDR award to Ms Armstrong (formally Thornalley) referred to in Charge 2. The Panel considered it important to send a clear message about how serious the Panel considered this failure to be and to order that the Firm pay RICS the amount of the

CEDR award of £1250.00.

358. The Panel next considered the sanction of expulsion from membership of RICS and the removal of the Firm's registration. The Panel has previously commented on the fact that as a sole practitioner Mr Prince and the Firm are essentially indivisible. The Panel reached the conclusion that in the circumstances of this case, this was the necessary and appropriate sanction. The findings were serious, there was very little by way of mitigation and significant aggravating factors. These considerations, in the Panel's view, outweighed the interests of Mr Prince. The Panel noted Mr Prince's current plight, but considered this to be largely of his own making by not acting professionally as a Chartered Surveyor and member of RICS. He has referred to medical issues and the Panel had sympathy for him, but he has never taken responsibility for his actions and failures. In all the circumstances the Panel concluded that only expulsion would protect the public, uphold RICS' ethical standards and ensure that public confidence in the regulatory process and in RICS was maintained.

**359. The Panel therefore decided that Mr Prince should be expelled from membership of RICS and his Firm's registration should be removed, with immediate effect in order to protect the public.**

## **Publication and Costs**

### **Publication**

360. The Panel considered the policy on publication of decisions contained in the Sanctions Policy Supplement 3 - Publication of Regulatory Disciplinary Matters. It accepted the advice of the Legal Adviser. The Panel was unable to identify any reason to depart from the presumption that decisions will be published on the RICS website. Clearly all matters dealt with in private during the hearing and in this determination will not be made public.

### **Costs**

361. RICS applied for its costs totalling £48,133, supported by a detailed schedule of costs. Mr Geering indicated that the costs had been based on the hearing taking nine days and that

accordingly a reduction would need to be made to reflect the actual number of days taken to conclude matters. The revised costs figure of £41,873 represented the costs incurred by RICS in what turned out to be a seven day hearing. The Panel had no reason to doubt that the costs application was a fair and reasonable one to make, but would make a reduction to reflect the fewer days taken to complete the hearing, namely seven rather than nine.

362. Mr Prince had not provided any evidence of his current means, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] The Panel concluded that in such circumstances it would be wrong to expect him to bear the full costs of this hearing. However, the Panel concluded that it was appropriate for Mr Prince to make a fair contribution towards the costs of bringing this case. [REDACTED]  
[REDACTED]  
[REDACTED] since otherwise the full cost of these proceedings would fall on the profession as a whole.

**363. The Panel therefore ordered that Mr Prince pays costs in the sum of £8,000 to RICS.**

### **Appeal Period**

364. Mr Prince and/or the Firm may appeal to an Appeal Panel against this decision within 28 days of notification of this decision, in accordance with Rule 152 of the Regulatory Tribunal Rules.

365. In accordance with Rules 166 and 167 of the Tribunal Rules, RICS 'Chair of Governing Council may require a review of this decision on the grounds of undue leniency within 28 days.